



**ST. JOHN'S PREPARATORY &
SENIOR SCHOOL LIMITED ("THE SCHOOL")**

PARENT CONTRACT

1. Introduction

1.1 You are entering into a contract with the School for the provision of educational services, the terms of which are set out in the following documents:

1.1.1 these terms and conditions ("**Terms and Conditions**");

1.1.2 the letter of offer;

1.1.3 the Acceptance Form;

1.1.4 the fees list; and

1.1.5 the Conditions of Award, if applicable

(together, the "**Contract**").

1.2 If there is any inconsistency between the terms set out in the documents listed above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

1.3 **Variations:** The 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.

1.4 **Fees and Notice:** The rules concerning Fees and Notice are of particular importance and are set out in Section 4 and Section 9.

1.5 **Managing change:** The School, as any other school, is likely to undergo a number of changes during the time your child is a Pupil here. Please see Section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

1.6 You should read through the Terms and Conditions carefully. If you have any queries regarding the Terms and Conditions, you should contact the School.

2. Terminology

2.1 The definitions in this clause apply in the Terms and Conditions:

"Acceptance": means the acceptance by the Parents of an offer of a place at the School by completing and returning the Acceptance Form to the School. Accept and Accepted shall be interpreted accordingly.

"Acceptance Date": means the date on which the School receives the Acceptance Form.

"Acceptance Form": means the acceptance form which the Parents must complete and return to the School in order to Accept the offer of a place at the School.

"Acceptance Deposit": means the acceptance deposit as shown on the fees list or Acceptance Form for the relevant year.

"Additional Deposit": means the additional deposit as shown on the fees list for the relevant year.

"Applicant": means the child named in a Registration Form.

"Cancellation": means the cancellation of a place at the School which has been Accepted by the Parents and which occurs before Entry. Cancel and Cancelled shall be interpreted accordingly.

"Entry": means the date when the Pupil attends the School for the first time under this Contract. Entered and Enter shall be interpreted accordingly.

"Expulsion": means that the Pupil is required to leave the School permanently in circumstances described in clause 8.11. Expel and Expelled shall be interpreted accordingly.

"Fees": shall have the meaning given in clause 4.1.

"Fees for Extra Tuition": means the fees for extra tuition payable as set out in the fees list or School's website.

"Fees in lieu of Notice": means the 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.

"Force Majeure Event" means an event beyond the reasonable control of the School or the Parents 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.

"Full Term's Written Notice": means written notice given before the first day of a Term and expiring at the end of that Term by (unless the contrary is stated in these terms and conditions):

- i. both Parents; or
- ii. one of the Parents with the prior written consent of the other Parent; and
- iii. in either case the prior written consent of any other person with Parental Responsibility where appropriate; or
- iv. one Parent only where the family is a single parent family and no one else has Parental Responsibility,

addressed to and received by the Head personally or the Bursar on the Head's behalf. By way of example only, if Parents do not intend for the Pupil to return in the Autumn Term of the following academic year, a Full Terms ' Written Notice is served if the Parents give notice before the start of the Summer Term of the current academic year.

"Head": means the Head of the School who is responsible for the day-to-day running of the School and this expression shall include those to whom any duties of the Head have been delegated.

"Medical Information and Consent Form": means the medical information and consent form to be completed by the Parents and provided to the School.

"Parental Responsibility": means those who have parental responsibility (i.e. legal responsibility for the Child) and 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 best interests and welfare of the Child.

"Parents" or "Parent", "You" or "Your": means any person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.

"Pupil" or "Child": means the child named on the Acceptance Form.

"Reception": means the first class at the School for children aged between four and five.

"Registration Form": means the registration form submitted by the Parent(s) to register their child for a place at the School.

"Registration Fee": means the non-returnable registration fee to be paid by a Parent when submitting the Registration Form as indicated on the fees list, School's website or Acceptance Form.

"Removal": means that the permanent removal of the Pupil from the School and is required in circumstances described in clause 8.13.

"Review": shall have the meaning given in clause 8.16.

"Suspension": means that the Pupil is sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or pending a Review or by reason of non-payment of Fees. Suspend and Suspended shall be interpreted accordingly.

"School" or "We" or "Us" or "Our": means St. John's Preparatory & Senior School Limited (Company Number: 05034337), as now or in the future constituted (and any successor).

"Term": means the period between and including the first and last days of the relevant school term.

"Tuition Fee": means the tuition fee payable for each Term, as set out in the fee list or School's website.

"Withdrawal": means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without a Full Term's Written Notice under this Contract at any time after Entry. Withdrawn and Withdraw shall be interpreted accordingly.

"Working Day": means a day, other than a Saturday, Sunday or public holiday in England, when banks in England are open for business.

3. Acceptance & Entry to the school

3.1 **Registration and Acceptance**: Applicants will be considered as candidates for Entry to the School when:

- 3.1.1 the Registration Form has been completed and returned to Us and the Registration Fee has been paid; and
- 3.1.2 the Acceptance Form has been completed and returned to Us and the Acceptance Deposit, Additional Deposit (if applicable) and 1 Term's Fees (if applicable) have been paid.
- 3.2 The Contract is formed when the Acceptance Form is received by the School. Entry shall be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time.
- 3.3 **Equality:** The School is an independent school which welcomes staff and children from many backgrounds. We will do all that is reasonable to ensure that We accommodate the needs of Applicants and Pupils who have disabilities for which, after reasonable adjustments, We can cater for adequately (taking into account the limitations of Our current building spaces).
- 3.4 **Offer of a place and deposit:** The Acceptance Deposit together with 1 Term's Fees (if applicable) is payable by the Parents on the Acceptance Date. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves when it will be repaid (without interest) on the written request of the Parents subject to the final payment of the Fees and all 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. See also clause 9.4.
- 3.5 **Additional Deposit:** The right is reserved by the School to require payment by Parents on the Acceptance Date of an Additional Deposit in the case of a Pupil whose normal residence is outside of the United Kingdom. The Additional Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid (without interest) on the written request of the Parents subject to the final payment of the Fees and all other sums due to the School on leaving, unless stated otherwise in these Terms and Conditions. See also clause 9.4.
- 3.6 **Immigration:** 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, including passport, visa of the Child and, where necessary, the Parents. Please also see clause 9.10.

4. Fees

- 4.1 **Fees:** "Fees" means alone or in combination any of the Registration Fee, the Acceptance Deposit, the Additional Deposit, Tuition Fees, Fees for Extra Tuition, other extras such as clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, public examinations, or damage where the Pupil alone or with others has caused 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 (including interest) and/or any expenses that the School may incur in assisting the Pupil apply for a visa to study in the United Kingdom.

4.2 **Payment of Fees:** The Parents jointly and severally agree to pay the full amount of Fees at the rate applicable to each Term to which they relate directly to the School (other than where a separate agreement is in place between the Parents and the School for the deferment of payment of Fees), 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 Fees invoice is under query, the Fees invoice must be paid in full while the query is resolved. In the event of an increase in Fees in accordance with clause 4.13, the Parents shall pay the full amount of the increased Fees. Payment of Fees under this Contract and any other agreement for the payment of Fees shall be by direct bank transfer wherever possible but the School does also accept payment by cheque and, in exceptional circumstances and with prior agreement, payment by cash, unless otherwise notified by the School. The School reserves the right in the future to require Parents to pay Fees by direct bank transfer and/or direct debit. If and when requested, Parents are required to sign and return a completed direct debit mandate promptly upon the School's request. Parents are not deemed to have paid a sum to the School until it is in receipt of cleared funds in its bank account.

4.3 **Payment of Fees by a third party:** Fees payable by a third party (for example, an employer, grandparent or 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. 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 unless an express release has been given in writing, signed by the Bursar.

4.4 **Reimbursement of fees paid by the School:** 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 reimburse the School in full for all losses, expenses (including legal expenses) and interest suffered or incurred by the School.

4.5 **Refund or 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, Fees will not be refunded, reduced or waived if:

4.5.1 the Pupil is absent through illness; or

4.5.2 a Term is shortened or a vacation extended; or

4.5.3 the Pupil is released home before or after public examinations (if applicable) or otherwise before the normal end of a Term; or

4.5.4 the School is temporarily closed due to adverse weather conditions; or

4.5.5 for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

See also Section 10 for information about events beyond the control of the parties.

- 4.6 **Exclusion for non-payment:** The School reserves the right to exclude the Pupil on not less than 2 days' written notice if Fees are overdue for payment. While a Pupil is suspended under this provision, the Parents shall ensure that they are appropriately supervised and do not attend for School and the School shall have no obligation to provide the Pupil with any teaching or other support. If the Pupil is excluded for a period of 28 consecutive days by reason of non-payment of Fees, they will (subject to any written agreement which has been implemented between the School and the Parents in relation to Fee payment) be deemed Withdrawn without a Full Term's Written Notice and the School shall reserve the right to charge a Term's Fees in lieu of Notice. Exclusion in these circumstances is not a disciplinary matter and the right to a Review will not normally arise. The School may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.
- 4.7 **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, a late fee may be charged on Fees which are unpaid. The late fee will be calculated at 2% per month in relation to any portion of the Fees which are late and which represents a genuine pre-estimate of the cost to the School of a default. The Parents acknowledge that the School may take such action as it determines to recover any unpaid Fees and all associated costs and expenses (including instituting debt recovery action) at any time, without notice. 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.
- 4.8 **Part payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School as part payment only. Please see clause 4.2 which relates to the requirement of the Parents to pay the full amount of Fees including any increases applicable to the Term to which they relate. Late payment charges may be applied to any unpaid balance of Fees, as set out in clause 4.7.
- 4.9 **Appropriation:** The School shall allocate payments made to the oldest debt on the Fees account,. The Parents agree that a payment made in respect of one Child may also be appropriated by the School to the unpaid account of any other Child of the Parents.
- 4.10 **Instalment arrangements:** An agreement by the School to accept payment of current and/or past and/or future Fees by instalments is concessionary, at the discretion of the Bursar and only in exceptional circumstances. Any such arrangement will be subject to separate agreement(s) 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. On Withdrawal, Removal or Exclusion, the full amount of Fees which are unpaid shall be payable immediately as a debt.
- 4.11 **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.

- 4.12 **Scholarships and bursaries:** Every scholarship, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff reasonably (as determined by the School). The terms on which such awards are offered and accepted by the School will be notified to Parents at the time of offer provided that the School only requires one Parent to be the signatory. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed. For means tested privileges, the Parents may be required to provide to the School full and accurate disclosure of their financial circumstances and may further be required to participate in an annual review to obtain up to date information and assess ongoing eligibility for any privilege.
- 4.13 **Fees increases:** Fees are normally 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 a Full Term's Written Notice of Withdrawal of the Pupil within 21 days from receipt of the notice and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School. As set out in clause 4.2 above, Fees must be paid in full for the Term to which they relate including the amount of any increase. Please see also clause 4.8 above.
- 4.14 **Early Years Funding:** Where part of the Fees is funded by early years funding, Parents must pay any remaining Fees not covered by this funding.
- 4.15 **Information about Fees:** The Parents acknowledge that the School may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also understand that the School may inform any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.
- 4.16 **Identity of Fees payer and money laundering:** From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport. The School reserves the right to refuse a payment from any Fee-paying party including, without limitation, where the School is not satisfied as to the identity of the payer or the source of the funds.
- 5. Educational matters**
- 5.1 **Provision of education:** 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 pupil 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 Pupil but cannot guarantee that the Pupil will achieve his/her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 5.2 **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 online or other form

of remote learning. 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 and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's tutor, or other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern. Our policy on setting and class sizes may change from year to year and from time to time and will depend on a number of factors. We do not guarantee any specific class size. The School may make reasonable changes to its disciplinary and pastoral framework, to the School day and terms, to the public examinations offered and the subjects for such examinations, to the sports provision and to the premises.

- 5.3 **Progress reports:** The School monitors the Pupil's progress and shall report regularly to the Parents (subject to any relevant court order and/or data protection restrictions) by means of any of the following (as determined by the School): parents' evenings, report cards, telephone calls, assessment grades and/or written reports.
- 5.4 **Personal, Social & Health Education (PSHE):** The Pupil will receive health and life skills education (including 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 Pupil to take part in this aspect of the curriculum.
- 5.5 **Public examinations:** The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of their professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the School's staff.
- 5.6 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references will be given conscientiously and with all reasonable care and skill but otherwise without liability on the part of the School.
- 5.7 **Special educational needs:** The School and its staff are not qualified to make a medical diagnosis of conditions that affect learning (such as dyslexia or dyspraxia) but it will do what is reasonable to detect and deal appropriately with any difficulty (including but not limited to social, emotional, behavioural or learning difficulty) which is considered to be a "special educational need".
- 5.8 **Screening for learning difficulties:** The screening tests available to schools are indicative only: they may not be accurate or reliable. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. The School will determine the appropriate provision for the Pupil based on its own assessments, however, a formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.

- 5.9 **Information about special educational needs:** The Parents will notify the Head in writing when completing the School's Confidential Information Form and subsequently in writing if they are aware or suspect that the Pupil (or anyone in their immediate family) has a difficulty which is considered to be a special educational need or disability and the Parents must provide the School with copies of all written reports and other relevant information. The Pupil's place will be cancelled, or, after Entry of the Pupil, the Parents will be asked to Withdraw the Pupil, 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 Pupil (where appropriate) following the consideration or provision of reasonable adjustments, the School is unable to provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching or support where it is lawful to do so.
- 5.10 **Transition through the School:** It is assumed that if the Pupil satisfies the relevant criteria at the time they will progress through the School. The relevant criteria for progression within the School are set out in the School's Admission Policy, as amended from time to time. The Parents acknowledge that in order to remain at the School, the Pupil must continue to meet the School's academic criteria and comply with the School rules. Moving up from one part of the School to another is also dependent upon the Parents having a good Fee payment record and having paid all outstanding sums to the School. The Parents will be consulted before the end of the Spring Term in the relevant academic year(s) if there appears to be any reason why the Pupil may be refused a place at the next stage of the School, wherever practicable. The Parents must give the required Full Term's Written Notice (i.e. before the first day of the Summer Term) in accordance with this Contract if they do not intend the Pupil to proceed to the next stage of the School, or a Term's Fees in lieu of Notice will be payable.
- 5.11 **Intellectual property:** The School reserves all intellectual property rights (including copyright, design right, registered design, patent or trademarks) in any work carried out by the Pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge the Pupil's role in the creation and/or development of such intellectual property rights, where appropriate. Subject to the rest of this clause, copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer-generated material, belongs to the Pupil. Where the Pupil creates a copyright work, including where the work is created jointly with any member of staff, or another pupil, 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.
- 5.12 **Pupil's work:** The Parents' consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. Certain coursework (if applicable) 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 Pupil's work undamaged (except for examination scripts) but cannot

accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.

5.13 **Consent for educational visits:** A variety of educational visits will be provided for the Pupil. 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 Pupil 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 Pupil taking part in off-site activities, sporting fixtures and adventure activities (which may extend beyond the normal start and finish of the school day) provided such visits or activities costs £100.00 or less. Parents agree that the Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit. All other educational visits not covered by this clause 5.13 will be subject to the Parents' prior approval.

5.14 **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 5.13 above. The cost of a visit will usually 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 Pupil'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 Pupil from taking part in an educational visit while overdue Fees remain unpaid.

6. Pastoral care

6.1 **The School's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.

6.2 **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. A copy of the School's Complaints Procedure is published on the School website and can be supplied on request. See also clause 8.17.

6.3 **Pupil's rights:** The Pupil, if 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 to confidentiality and, usually, the right to have contact with their parents. If any conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.

6.4 **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 Pupil's welfare. Please see Section 7.

6.5 **Ethos:** The ethos of the School is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and

discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and the Parents and We expect the same of the Pupil and the Parents in relation to the School, its staff and the School community as a whole. Parents should refer to Section 8 for the possible sanctions which may be imposed should a Parent or a Pupil not comply with the standards set out above in this clause 6.5. Parents and Pupils should also familiarize themselves with the School's anti-bullying and behaviour policies.

6.6 **Dietary Requirements:** Each Pupil attending the School receives meals provided by the School in accordance with the meal arrangements notified by the School to the Parents. The Parents should advise the School in writing of any dietary requirements or allergies. A doctor's note should be provided if the Pupil has a medically diagnosed food allergy. All reasonable care will be taken to ensure that the Pupil does not come into contact with certain foods. If the School provides meals for Pupils in accordance with this clause, food should not be brought onto the School's premises by the Pupil unless otherwise agreed between the School and the Parents.

6.7 **Physical contact:** The Parents' consent to the School undertaking such physical contact with the Pupil:

6.7.1 as may accord with good practice; or

6.7.2 as may be appropriate and proper for teaching and instruction; or

6.7.3 for providing comfort to the Pupil in distress; or

6.7.4 to maintain safety and good order; or

6.7.5 in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

6.8 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:

6.8.1 any known medical condition, health problem or allergy affecting the Pupil;

6.8.2 any history of a learning difficulty on the part of the Pupil or any member of their immediate family;

6.8.3 any disability, special educational need or any social, emotional or mental health needs on the part of the Pupil;

6.8.4 any family circumstances or court order which might affect the Pupil's welfare or happiness;

6.8.5 any concerns about the Pupil's safety;

6.8.6 any significant change in the financial circumstances of the Parents;

- 6.8.7 if it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.
- 6.9 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a need-to-know basis, including to the appropriate outside agencies, where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. The School shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil'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. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have.
- 6.10 The School reserves the right to monitor the Pupil's use of e-mail, internet and mobile electronic devices. See also the School's policy on acceptable use of IT and email.
- 6.11 **Special precautions:** The Head needs to be aware of any matters that are relevant to the Pupil'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 Pupil for whom any special safety precautions may be needed.
- 6.12 **Leaving School premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but We cannot accept responsibility for the Pupil if he / she leaves School premises in breach of School rules or regulations. The School is not legally entitled to prevent a Pupil aged 16 years or over from leaving School premises during School hours.
- 6.13 **Residence during Term time:** Except where otherwise arranged, the Pupil is required during Term time, and at weekends 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 if the Pupil will be residing during Term time under the care of someone other than the Parents or his or her education guardian.
- 6.14 **Communications from the 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 (if applicable) unless there is clear evidence of a contrary view. This requirement does not apply to the giving of a Full Term's Written Notice for the Cancellation of a place or the Withdrawal of the Pupil from the School. Those persons who are required to consent to or to give a Full Term's Written Notice of Cancellation or Withdrawal are set out in clause 2.1.
- 6.15 **Absence of Parents:** When both the Parents will be absent from the Pupil's home overnight or for a 24-hour period or longer, the Head must be told in writing the name, address and telephone number for 24-hour contact with the adult who will have the care of the Pupil.
- 6.16 **Collection of the Pupil:** The Head must be notified in writing if anyone other than a Parent is collecting the Pupil. The School will not permit a Child to leave with a

third party unless notification has been received. In the case of an emergency the School may operate a password system.

6.17 **Education guardians:** The Parents if resident outside the United Kingdom must appoint before Entry an education guardian for the Pupil 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 any decisions when necessary. The School can accept no responsibility for the Pupil they are 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. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The 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.

6.18 **Photographs or images (including video recordings):** Subject to clause 6.19, the School may use photographs of the Pupil for use in the School's manual ID system and for educational purposes as part of the curriculum or extra-curricular activities. Parents and, where the Pupil is of sufficient maturity (usually when aged 13 or older), will be asked to complete the School's Photo Consent Form. Where consent is provided, the School may obtain and use photographs or images (including video recordings) of the Pupil for:

6.18.1 Managing relationships between the School and current pupils/parents and fulfilling our obligations under this Contract;

6.18.2 use in the School's promotional material such as the prospectus, the website and social media;

6.18.3 press and media purposes;

6.18.4 use within the School, e.g. on notice boards, in PowerPoint presentations and on display in classrooms;

6.18.5 publicising the School's activities and communicating with the School community and the body of former pupils.

The School may seek specific consent from the Parents (and Pupil where appropriate) before using a photograph or video recording of the Pupil where the School considers that the use is more privacy intrusive. We would not disclose the home address of the Pupil without the Parents' (and Pupil's where appropriate) consent.

For more information about how the School uses photographs and videos of Pupils, please see our Privacy Notices, which are available on the School's website.

6.19 **Request for confidentiality:** Subject to clause 6.9, the Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us to not use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about

- the Pupil to be kept confidential, they must immediately contact the Head in writing, requesting an acknowledgement of their letter.
- 6.20 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a roadworthy motor vehicle (with valid MOT) driven by an adult who is duly licensed and insured to drive a vehicle of that type and who has satisfied the School's internal checks.
- 6.21 **Pupil's personal property:** The Pupil is responsible for the security and safe use of all their personal property including but not limited to money, mobile electronic devices, bicycles, cameras, calculators, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the School.
- 6.22 **Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.
- 6.23 **School's 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 Pupil or the Parents or for loss or damage to property.
- 6.24 **Term-time absences:** The Parents acknowledge that the Pupil must attend School throughout term-time and that (save in exceptional circumstances and with the prior written agreement of the Head) the Parents may not take the Pupil out of School during term-time to go on holiday or for any other reason. The Parents acknowledge that a Pupil's absence from School disrupts both their own education and the education of their fellow pupils.
- 7. Health and medical matters**
- 7.1 **Medical declaration:** On request and in any event before the Pupil Enters the School, the Parents will complete a Medical Information Declaration (or any other document required by the School) concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities and/or fully participate in school activities (academic or co-curricular), or has been in contact with anyone with an infectious or contagious disease.
- 7.2 **Medical Examination:** New pupils may be required to have a routine medical examination during their first Term. Arrangements can be made on request for a parent to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding (usually at 13 years old).
- 7.3 **Medical care:** The Parents must comply with the School's recommendations which may include a reasonable decision to release the Pupil home or to their education guardian when they are unwell. It is expected that Parents will take prompt action to ensure that the Pupil is transported home at the earliest possible opportunity in such circumstances.
- 7.4 **Pupil's health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement in the interests of the Pupil and/or the School community.

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

7.5 **Emergency medical treatment:** The Parents authorise the Head to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

7.6 **Keeping the Pupil at home:** If the School so requires (due to a health risk posed by the Pupil to others or vice-versa or by reason of a virus, pandemic, epidemic or other health risk) the Parents will keep the Pupil at home and not permit them to return to the School until such time as the School believes the health risk has been averted. The School shall use all reasonable endeavours to continue providing education to the Pupil remotely during any such period (for example, by sending work assignments electronically or by post).

7.7 **Medical Information:** Throughout the Pupil's time at the School, the School may disclose confidential medical information about the Pupil, if considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be shared only in accordance with data protection legislation and will be given and received on a confidential, need to know basis.

8. Behaviour and discipline

8.1 **School regime:** The Principal and the Head are 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 Pupil is at issue. The Parents accept that the School policies, procedures and regime are 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.

8.2 **Conduct and Attendance:** We attach great importance to courtesy, integrity, good manners, good discipline and respect for the needs and property of others. The Parents warrant that the Pupil 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 rules about the wearing of uniform and general appearance. The Parents accept the authority of the Head and 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 pupil and the School community as a whole.

8.3 **School rules:** The School rules which apply are set out in the School's behaviour policy and other documents available to review by the Parents, as amended from time to time. The Parents are requested to read these documents carefully with the Pupil before they Accept the offer of a place. These policies apply to all pupils at the School and at all times when the Pupil is in or out of school (including when engaged in online or remote learning), representing the School or wearing School uniform, travelling to and from School, on School-organised trips or associated with the School at any time. The policies shall also apply at all times and places in

circumstances where failing to apply the 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 which may bring the School into disrepute.

8.4 **Access to School Premises:** The School may require the exclusion of an individual (including a Parent or Pupil) from the School premises if the School determines in its absolute discretion that the individual's behaviour is aggressive, threatening, abusive or insulting or poses a risk to School staff, Pupils or any member of the School community as a whole. The individual will be allowed to make representations to the Head if they dispute the School's decision under this clause 8.4. The School can either:

8.4.1 exclude the individual from the School's premises temporarily, until the individual has had the opportunity to formally make representations to the Head in accordance with this clause 8.4, or

8.4.2 inform the individual that the School intends to exercise its rights under this clause 8.4 and invite them to make representations to the Head by the deadline notified to the individual.

After the individuals' representations have been heard, the Head can decide whether to continue with the exclusion of the individual from the School's premises. The decision will be reviewed within a reasonable period of time from the exclusion, the timing of such to be determined by the Head.

8.5 **Investigative action:** An allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned and their belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Pupil 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 Pupil to be funded at the Parents' expense.

8.6 **Procedural fairness:** Investigation of an allegation, complaint or rumour which could lead to Expulsion, Removal or Withdrawal of the Pupil 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 the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of their choice.

8.7 **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 pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

8.8 **Drugs and alcohol:** The Pupil 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 policies.

A sample or test in these circumstances will not form part of the Pupil's permanent medical record. A refusal to consent to drug testing would be considered an act of serious misconduct and viewed as a positive result.

- 8.9 **Sanctions:** The School's current policies on sanctions are available to the Parents on request before they Accept the offer of a place. Those 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 or Suspension or Removal or Expulsion.
- 8.10 **Expulsion:** The Pupil may be formally expelled from the School if it is proven on the balance of probabilities (as determined by the Head) that the Pupil has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious or persistent breaches. The Head shall act with procedural fairness in all such cases. The Head's decision to Expel shall be subject to a Review. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 8.15 and clause 8.16.
- 8.11 **Fees following Expulsion:** If the Pupil is Expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past Terms, but the Additional Deposit (if paid) 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.
- 8.12 **Removal in other circumstances:** The Parents may be required to remove the Pupil permanently from the School if, after consultation with the Parents (and if appropriate the Pupil), the Head is of the opinion that:
- 8.12.1 the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or
- 8.12.2 by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School; or
- 8.12.3 if the Parents have committed a material breach of their obligations under this Contract; or
- 8.12.4 if the Parents have treated the School, members of its staff or any member of the School community unreasonably.

For these purposes, a failure by the Parents to pay Fees on time on three or more occasions shall be considered a material breach of their obligations.

At the sole discretion of the Head, Withdrawal of the Pupil by the Parents may be permitted 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 Pupil and the Parents as well as those of the School. The Head's decision to require the Removal of the Pupil shall be subject to a Review if requested by the Parents.

The Pupil shall be suspended from the School pending the outcome of the Review. See clause 8.15 and clause 8.16.

- 8.13 **Fees following Removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 8.12, the provisions relating to Fees shall be as set out in clause 8.11 save that the Acceptance Deposit and Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.
- 8.14 **Leaving status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Removal or Withdrawal.
- 8.15 **Review:** The Parents may request a review panel hearing ("**Review**") of a decision to Expel or require the Removal of the Pupil from the School (but not a decision to Suspend the Pupil unless the Suspension is for 11 School days or more or would prevent the Pupil taking a public examination). The request shall be made as soon as possible and in any event within 7 days of the Head's decision being notified to the Parents. The Review panel will be appointed by the Director of Education. A Review will be conducted under fair procedures in accordance with the requirements of natural justice. The Parents will be given a copy of the Review procedure current at the time.
- 8.16 **Pupil's status pending Review:** If the Parents request a Review, the Pupil will be suspended from School until the Review has been completed. While Suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head.
- 8.17 **Complaints procedures:** A complaint as described in clause 6.2 about any matter of School policy or administration not involving an Expulsion or Removal of the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9. Provisions about notice

- 9.1 **A Full Term's Written Notice:** Except where otherwise stated in these terms and conditions, a Full Term's Written Notice must be given if:
- 9.1.1 the Parents wish to Cancel a place after the Acceptance Date; or
- 9.1.2 the Parents wish to Withdraw the Pupil after Entry; or
- 9.1.3 the Pupil will not return for the following year even if they have achieved the required grades.
- Please also see clause 5.10.
- 9.2 **Notice:** It is expected that the Parents will consult with the Head before giving a Full Term's Written Notice to Withdraw the Pupil. The Parents should contact the School if no acknowledgement of notice is received from the School within 7 days of the date of the notice.
- 9.3 **Fees in lieu of Notice:** Fees in lieu of Notice will be payable in circumstances where the Parents have not given a Full Term's Written Notice. 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.

- 9.4 **Cancellation rights:** Notwithstanding the remainder of this section, if the offer of a place and its Acceptance are both made entirely at distance by means of post 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 Contract at any time within 14 days after the Acceptance Date. 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 Contract.
- 9.5 **Cancelling Acceptance:** The Cancellation of a place after Acceptance can cause long-term loss to the School if it occurs after other families have taken their decision about schooling for their children and after expiry of 14 days of the Acceptance Date. A genuine pre-estimate of loss is Fees for between one and five years however, You agree that:
- 9.5.1 if less than a Full Term's Written Notice of Cancellation has been given, You will pay to the School immediately one Term's Fees (or if You have already paid part of that Term's Fees, the balance) 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 which will be retained by the School and offset against the Term's Fees. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees; or
- 9.5.2 if more than a Full Term's Written Notice has been given, You will pay to the School immediately (or if already paid, the School will retain) the Acceptance Deposit.
- 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.
- 9.6 **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 Acceptance Date. If clause 9.4 applies the four-week period shall start when the 14-day cancellation period expires. The Acceptance Deposit will 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 (which will be retained by the School and offset against the Term's Fees), payable as a debt. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- 9.7 **Withdrawal by the Parents:** If the Pupil is Withdrawn on less than a Full Term's Written Notice, Fees in lieu of Notice less the Acceptance Deposit (which will be retained by the School and offset against the Fees in lieu of Notice) 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.

9.8 **Withdrawal by the Pupil:** The Pupil's decision to Withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents.

9.9 **Discontinuing extra tuition:** A Full Term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.

9.10 **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 with the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit and Additional Deposit, if paid, will be refunded without interest less any outstanding balance of Fees. The School may terminate this Contract 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 Pupil. The School may terminate this Contract immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.

10. Events beyond the control of the parties

10.1 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, it shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

10.2 The affected party will use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

10.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 60 days, the party who has provided notification under clause 10.1 shall notify the other of the steps to be taken to ensure performance of its contractual obligations. If the School has notified the Parents in accordance with clause 10.1, it will take reasonable steps to re-organise the curriculum in order to continue to provide the delivery of educational services as soon as reasonably practicable.

10.4 **Termination:** If the Force Majeure Event continues for a total period greater than 90 days, the party in receipt of notification under clause 10.1 may terminate this contract by providing at least 5 Working Days' notice in writing to the other party.

11. General contractual matters

11.1 **Data protection:** The School has a parent privacy notice and a pupil privacy notice which explain how the School will use the Parents' and the Pupil's personal data. These privacy notices are published on the School's website. The Parents must read these privacy notices in full before they Accept the offer of a place. If the Pupil is going to enter Year 7 or above the Parents must show the Pupil a copy of the pupil privacy notice and discuss it with them before they Accept the offer of a place.

- 11.2 **Consumer protection:** Care has been taken to ensure that this Contract is accurate, clear and transparent and written in plain language. Should you have any queries about this Contract, please contact the School. If any words alone or in combination infringe 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 protection offered by law.
- 11.3 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this Contract. 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, 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.
- 11.4 **Consultation:** It is not practicable to consult with the Parents and the Pupil over every operational change which may occur at the School. 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 practicable, given at least a Term's notice in writing of:
- 11.4.1 a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or
- 11.4.2 a change of ownership of the School; or
- 11.4.3 a change of ethos or culture.
- 11.5 **Assignment:** The benefit and burden of this Contract may be freely assigned to another party at the discretion of the School.
- 11.6 **Information for parents:** We provide Parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained on the School's website or in statements made by staff or pupils 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 Contract they should seek specific written confirmation from the Head that the information is accurate before they Accept the offer of a place.
- 11.7 **Notices:** All notices required to be given under this Contract must be given in writing. The Parents must promptly notify the School of any change of address (whether postal or email) of any person who has signed the Acceptance Form. Notices will be sent by the School by post and/or email to the postal and/or email address shown in its records and (unless other arrangements are agreed between the Parents and the School) the School shall be entitled to treat any notice given by the School to any person who has signed the Acceptance Form in respect of the Pupil as having been given to both or all such persons. Notices that the Parents are required to give under the Parent Contract must be addressed to the Head and sent by post and/or email. A notice sent to the Head by email must be sent to the Head's email address shown on the School's website. If sent by first class post, a notice

shall be deemed to have been given on the second working day after posting. For these purposes “working day” means a day which is not a Saturday or Sunday, nor an English bank holiday

- 11.8 **Third party rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 11.9 **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 these terms and conditions.
- 11.10 **Rights in relation to the enforcement of this contract:** if We choose not to enforce any part of this Contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this Contract. And, if we cannot enforce any part of this Contract, this will not affect our right to enforce the rest of this Contract.
- 11.11 **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 exclusive jurisdiction of the Courts of England and Wales.
- 11.12 **Severability:** If any provision or part-provision of this agreement 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 agreement.
- 11.13 **Entire Agreement:** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

SCHEDULE 1
SUMMARY OF CLAUSES CONTAINING FINANCIAL CONSEQUENCES

Event	Clause
Offer of a place and deposit	3.4
Additional Deposit	3.5
Refund or waiver	4.5
Exclusion for non-payment	4.6
Late payment	4.7
Fees following Expulsion	8.11
Fees following Removal	8.13
Fees in lieu of Notice	9.3
Cancellation rights	9.4
Cancelling Acceptance	9.5
Cancelling a place offered in the Term before Entry	9.6