

1. Definitions

1.1. Meanings of some words and phrases we use in these Terms and Conditions.

In these Terms and Conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. These defined Terms are set out below and when used in these Terms and Conditions they shall have the meanings given to them here.

“Acceptance Form” means the form provided by the School which needs to be completed in order to accept a place at the School for a Child;

“Admission” means the date on which you accept the offer of a place for your Child and sign the Acceptance Form.

“Child” means a child of whatever age admitted by the School to be educated;

“Complaints Procedure” means the School’s procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the School. It does not form part of the Contract between you and the School. A copy of the most up-to-date procedure is on the School’s website and is otherwise available from the School at any time on request;

“Contract” has the meaning given in Clause 1.3;

“Deposit” means the amount set out and referred to as the Deposit in the Acceptance Form (and also set out in the Schedule of Fees);

“Entry” shall mean the date when your Child attends, or is due to attend, the School for the first time.

“Fees” means the Termly fees set out in the Schedule of Fees;

“Head” means the person appointed by the Governors of the School from time to time to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated;

“Schedule of Fees” means the published note of the School’s prevailing fees notified to you from time to time, a copy of which is available on the School’s website and from the School at any time on request;

“School’s Code of Conduct” means the rules of the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the then current version of the rules is provided to each Child on entry and is sent to parents with the Acceptance Form. It is also available on the School’s website, and parents will be given notice of subsequent changes to the rules;

“Sixth Form” means, from September 2020, Years 12 and 13 of the School;

“Term” means a term of the School (autumn, spring or summer). The dates of each Term will be notified to parents from time to time;

“a Term’s Notice” means written notice which must be given at least one Term before it is due to take effect. For example, a notice to take effect at the beginning of the autumn Term must be given no later than close of business on the last day of the spring Term.

“Terms and Conditions” means these terms and conditions as may be amended from time to time;

“two Terms’ Notice” means written notice which must be given at least two Terms before it is due to take effect, in relation to transition to Year 7, as set out in clause 7.2;

“we” or the “School” means the legal entity carrying on as the School as identified in Clause 1.2 and “Our” shall be read accordingly; and

“you” or the “Parent(s)” means each parent of the Child (or other person having parental responsibility for him/her) who has entered into a Contract with the School (as described in Clause 1.3) and “your” shall be read accordingly.

In these Terms and Conditions we sometimes provide illustrative examples to try and provide you with a better understanding and appreciation of what we are referring to. We do this by using the words “for example”, “includes” or “including” and, because we do not intend for the examples given to be exhaustive, when we do use these words it means that the examples that are given are not exclusive or limiting examples of the matter in question.

Also in these Terms and Conditions we use headings to introduce the separate provisions. These headings are for ease of understanding only.

1.2. Who we are.

We are Cranford School a company registered in England and Wales. Our company registration number is 1510524, our registered charity number is 280883 and Our registered office is at Cranford School Moulsoford, Wallingford, Oxfordshire OX10 9HT. We are not registered for VAT.

1.3. Our Contract with you.

By submitting the completed Acceptance Form, each Parent who has signed it is agreeing to enter into a Contract (the “Contract”) with the School for the education of the Child referred to in the Acceptance Form. The Contract comprises the

Acceptance Form, the Schedule of Fees, the School's Code of Conduct and these Terms and Conditions (as each may be varied from time to time). The Contract contains the entire agreement between you and the School and takes precedence over any other documentation issued by the School. No changes as to which Parent is responsible to the School under the Contract may be made except with the School's express written consent. It is not intended that the Terms and Conditions of the Contract shall be enforceable by your Child or by any other third party.

2. Acceptance, Deposit and References

2.1. How you accept our offer of a place.

If you wish to accept an offer of a place for your Child at the School the Acceptance Form must be completed, and submitted to us with the Deposit, by the date specified in the offer letter. The Acceptance Form must be signed by both Parents unless one Parent has sole parental responsibility for the Child or the School has previously confirmed in writing that it will accept just one Parent's signature.

2.2. The non-refundable status of the Deposit.

If you withdraw your acceptance of a place before your Child joins the School the Deposit will not be refunded.

2.3. How we use the Deposit.

At the end of your Child's final Term at the School, you will be issued with a leaver's invoice. This will include any outstanding balances due (for example for trips taken that Term or amounts not previously paid). The total amount of the leaver's invoice will be deducted from the Deposit and the balance of the Deposit will be refunded to you, without interest, via a BACS transfer.

2.4. References.

We may seek any references that we think appropriate from your Child's current school or advice from other external sources such as medical or behavioural experts who have worked with your Child (if any) to determine his/her suitability to attend the School.

3. School Fees, Supplemental Charges and Payment

3.1. What the Fees include.

The Fees include all the costs incurred in the usual course of the education by the School of your Child, including the provision of those educational materials we regard as being necessary or desirable unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).

3.2. What the Fees do not include: supplemental charges.

We refer to any items charged to you that are supplemental to the Fees (that is, items that are payable by you to the School in addition to the Fees) as supplemental charges. Examples of supplemental charges include:

3.2.1 Any extra-curricular activities (such as private music lessons, school shows, trips and visits) which You agree in advance your Child may participate in; and

3.2.2 All public examination charges.

Charges incurred by the School in providing for the special educational needs of your Child may in some circumstances be treated as supplemental charges. Should such supplemental charges need to be incurred, we will discuss and agree these with you in advance.

3.3. Payment

3.3.1. Who is responsible for ensuring payment.

Each Parent who has signed the Acceptance Form is liable for all of the Fees and supplemental charges due to the School and must ensure that these are paid on time. This is because our Contract applies to both of you together and each of you on your own. Each of you remains jointly and individually liable to the School for all of the Fees and supplemental charges due to the School UNLESS AND UNTIL the School has expressly agreed in writing that any other payment arrangements should apply. In practice this means that if any Fees or supplemental charges have not been paid to the School on time, the School can seek payment of the full amount outstanding from either Parent.

3.3.2. How can one Parent remove him/herself from their payment responsibility.

Except where clause 7.2 applies, a Parent who has signed the Acceptance Form may withdraw from the Contract with the School by giving a Term's Notice AND PROVIDED THAT he/she has obtained the prior written consent of the School and has provided to the School, the written consent of the other Parent who has signed the Acceptance Form.

3.3.3 How bursary etc. awards are treated.

If your Child has been awarded a scholarship or bursary, your responsibility will be to pay for the amount of Fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms on which such award is made and/or if, in the opinion of the Head, your Child's attendance, progress and/or behaviour no longer merits the continuation of the award. Any such withdrawal of an award will not operate so as to increase the Fees due in respect of a Term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your Child, you shall be notified in advance with a view to agreeing with you a period of time for your Child to improve before a final decision is taken.

3.4. Withdrawal of discounts.

The School reserves the right to withdraw any scholarship or bursary or other discount including a discount for a Term which has already commenced if any Fees due and payable are outstanding or not paid on time.

3.5. How the Fees are charged and payment requirements.

Each Term's Fees are charged separately and the Fees payable in respect of each Term fall due for payment by you on the first day of that Term. Each Term's Fees will be included in an invoice sent to you. The Fees must be paid in full (by cheque, bank transfer, direct debit or other method agreed by the School in writing) on or before the first day of the Term to which the invoice relates.

3.6. Payment of supplemental charges.

The supplemental charges for each Term will be included in an invoice sent to you before the start of Term. The invoice may also include any supplemental charges that were incurred during the previous Term. All such supplemental charges must be paid in full (by cheque, bank transfer, direct debit or other method agreed by the School in writing) on or before the first day of the Term to which the invoice relates.

3.7. Non-payment of Fees and supplemental charges.

3.7.1. Non-payment of Fees: refusal to attend School.

We reserve the right to refuse to allow your Child to attend the School or to withhold any references while Fees remain unpaid or if there is a persistent failure by you to pay the Fees and any supplemental charges on time.

3.7.2. Non-payment of supplemental charges: refusal to participate in the relevant activity.

We reserve the right to refuse to allow your Child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.

3.7.3. We can charge interest if you pay late.

If you do not make any payment to the School by the due date for payment (see Clauses 3.5 and 3.6) we may charge interest to you on the overdue amount at the rate of 8% per year above the base rate from time to time of the School's bank. Unless we tell you otherwise in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the School the interest together with the overdue amount.

3.7.4. We can recover Our costs for recovering late or non-payments.

Unless we expressly agree otherwise in writing with you, you will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid Fees or supplemental charges from you (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the School's favour).

3.7.5. We can notify other educational institutions your outstanding payments.

We may inform any other school or educational establishment to which you propose to send your Child of any outstanding Fees or supplemental charges.

3.8. Our ability to increase the Fees.

We will review our Fees during the course of your Child's education (usually annually) and may increase them. Notice of the new Fees will be sent to you during the Summer Term before the following academic year.

3.9. Fees and supplemental charges will not be reduced due to your Child's absence.

Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise. If your Child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of Fees will be made in respect of such periods spent at home.

3.10. Fees in advance scheme

The School operates a payment of fees in advance scheme on a limited basis and at the absolute discretion of the Governors. Information about this is available on request from the Director of Finance.

4. Notice Requirements

4.1. Cancellation – distance contracts only

Where your Contract with the School is based entirely upon email or post communication and you have no face to face communication with a member of School Staff before you submit the Acceptance Form to accept a place for your Child, you shall be entitled to cancel the Contract within 14 days of the date on which you return the Acceptance Form to the School. A full refund of the Deposit will be paid to you (using the same payment method as you used to pay the Deposit).

4.2. Notice to withdraw your Child from the School after Admission and before Entry

Except where the above clause 4.1 applies, where you accept a place for your Child but withdraw this place before the Child's Entry to the School, you must either give a Term's Notice or pay to the School a Term's Fees in lieu of notice (at the rate applicable for the Term immediately preceding the Term when your Child was due to start at the School). If your Child is already a pupil at the School and you accept a place in Year 7, you must give two Terms' notice to withdraw this place before the Child's Entry into Year 7.

4.3. Notice to withdraw your Child from the School after Entry

Except where clause 7.2 or clause 7.3 applies, you must either give a Term's Notice to withdraw your Child from the School or pay to the School a Term's Fees in lieu of notice (at the rate applicable for the final Term of provision if a Term's Notice had been given). This Clause 4.3 does not apply if you participate in the School's fees in advance scheme (please see Clause 4.7 instead).

4.4. When the relevant amount in lieu of notice must be paid.

If you withdraw your Child and a Term's Notice is not provided by you, the payment in lieu of notice due from you as set out in Clause 4.3 will become payable by you to us as a debt on the first day of the Term which would have been the final Term of provision if a Term's Notice had been given.

4.5. Notice to withdraw your Child from participating in an activity covered by a supplemental charge.

If you wish to withdraw your Child from an activity charged for as supplemental, you must either give a Term's Notice to that effect or pay to the School as a debt a Term's charges for the activity in which your Child has ceased to participate.

4.6. Withdrawal part-way through a Term does not reduce the amount you owe to the School.

The School's affairs are organised on a Termly basis and it is not possible for you to reduce the amount of Fees or supplemental charges due, or to obtain a refund of Fees or supplemental charges, by withdrawing your Child from the School or an activity part-way through a Term.

4.7. Fees in advance.

If you participate in the School's fees in advance scheme you will have entered into a separate Contract for this ("Fees in Advance Contract"). If you wish to withdraw your Child from the School, you must give notice, or pay Fees in lieu of notice, as detailed in the Fees in Advance Contract. Any recalculated Fees or refunds arising from the withdrawal of your Child from the School will be payable in accordance with the Fees in Advance Contract.

4.8. Keeping us informed.

You agree to keep the School and the Head fully informed of any applications You are intending to make, should you wish your Child to transfer to another school or educational establishment.

5. School's Code of Conduct

5.1. Compliance with the School's Code of Conduct.

It is a condition of remaining at the School that you and your Child comply with the School's Code of Conduct and all School policies referred to in it. In addition, you agree to ensure that your Child attends School punctually and that your Child conforms to any rules of appearance, dress and behaviour as we may issue from time to time (if not already included within the School's Code of Conduct). Please refer to the Whole School Behaviour Policy and Procedures Including Rewards and Sanctions which is on the School's website.

5.2. We may undertake drugs testing of your Child.

The School may undertake drugs testing of pupils in accordance with its Drugs Policy and its Search and Confiscation Policy as set out in the School's Code of Conduct. These policies have been adopted with the aim of safeguarding the health and safety of all pupils.

5.3. Email communications, internet use, and use of social media.

The School may need to access your Child's email communications, or monitor his/her use of the internet and/or social media, for example to ensure compliance with the School's Code of Conduct, to comply with the School's legal obligations and/or to protect the vital interests of the Child or another person. The School will do so in accordance with data protection law.

6. Suspension, Exclusion and Required Removal

6.1. The Head's discretion to suspend or exclude your Child from the School.

The Head may in his or her discretion suspend or, in serious or persistent cases, expel your Child from the School if the Head considers that your Child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your Child and/or other Children.

6.2. Where you can find examples of offences punishable by suspension or expulsion.

The School's Code of Conduct, Whole School Behaviour Policy Including Rewards and Sanctions and Whole School Exclusions Policy and Procedures set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your Child's record at the School may be taken into account.

6.3. The Head's discretion to require you to remove your Child from the School.

The Head may in his or her discretion require you to remove your Child from the School on a temporary or permanent basis if the Head considers that:

6.3.1. Your behaviour or conduct (or the behaviour or conduct of one of you):

(a) is unreasonable;

(b) adversely affects (or is likely to adversely affect) your Child's or other children's progress at the School, or the wellbeing of School staff;

- (c) brings (or is likely to bring) the School into disrepute; or
- (d) is not in accordance with your obligations under the Contract;

6.3.2. Your Child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your Child or other children.

6.4. What happens if your Child is suspended, excluded or removed from the School.

6.4.1. Should the Head exercise his or her right under either Clause 6 you will not be entitled to any refund of Fees or supplemental charges due (whether paid or payable). Also, where your Child is expelled or you are required to remove your Child from the School, the Deposit will be forfeited (i.e. the School will retain it). If your Child is expelled from the School, Fees in lieu of notice will not be payable and any prepaid Fees and/or supplemental charges for the period after the expulsion will be refunded.

6.4.2. If you are required to remove your Child from the School as a result of the Head exercising his or her discretion under Clause 6.1, Fees in lieu of notice will not be payable and any prepaid Fees and/or supplemental charges for the period after the removal (including, if applicable, the Deposit held by the School) will be refunded.

6.5. Your right to have disciplinary matters or decisions reviewed.

You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this Clause 6.3 reviewed. Any such review shall be governed by the Complaints Procedure.

7. The School's Obligations

7.1. The period of your Child's schooling

Subject to these Terms and Conditions, the School will accept your Child as a pupil of the School from the time of joining the School until leaving the School, unless otherwise agreed with the Head.

7.2. Existing Junior School Parents joining the Senior School after the end of Year 6

The School admits pupils into the Senior School who have not attended the Junior School. To make firm offers to those children, the School needs to have clear confirmation from the Parents of each Junior School pupil as to whether or not they will be taking up an offer of a place in year 7 for their Child.

You will receive a letter when your Child is in the Autumn Term of Year 6 offering you a place in Year 7 for your Child subject to satisfactory progress being made and successful completion of the Senior School admissions assessments. If you do not confirm your intentions by the date set out in the letter (and in any event no later than the last day of the Autumn Term), the School may offer that place to another applicant. In effect therefore, you are required to give two Terms' Notice of your intention to withdraw your child from the School at the end of Year 6, or your intention for your Child to continue to Year 7.

Where you do not confirm your intention by the required date, your Child would then have to leave the School at the end of the Summer Term of Year 6. In that situation you would not be required to give a Term's Notice as described in clause 1.1 as failure to confirm your intention to accept your Child's place into Year 7 will be deemed to confirm your intention to withdraw your Child at the end of Year 6.

If you accept a place in Year 7 for your Child, and subsequently change your mind before the end of Year 6, you will be required to pay two Terms' Fees in lieu of notice.

7.3 Existing Senior School Pupils joining the Sixth Form after the end of Year 11

The School admits pupils into the Sixth Form who have not attended Years 7-11 of the Senior School. To make firm offers to those children, the School needs to have clear confirmation one Term in advance from the Parents of each Senior School pupil as to whether or not they will be taking up an offer of a place in the Sixth Form for their Child.

7.3.1 Should you wish for them to, your Child will continue into Year 12 provided that:

- (a) your Child attains the required GCSE grades as set out in the offer letter; and
- (b) your Child's general performance at the School is in accordance with the School's policies and Senior School handbook.

For the purposes of offering your Child a place in Year 12, it will be sufficient that their predicted grades meet the requirements as set out in 7.3.1 a) above. Should their actual grades not meet the requirements on results day you will be required to meet with the Headmaster to discuss options, you should be aware that the offer of a place could be withdrawn at this time.

You will be sent a letter when your Child is in the autumn term of Year 11, offering your Child a place in Year 12. If you do not confirm your intentions by the date set out in the letter, (or in any event by the last day of the Autumn term) the School may offer that place to another applicant. In effect therefore, you are required to give a Term's Notice of your intention to withdraw your child from the School at the end of Year 11, or your intention for your Child to continue to Year 12.

7.3.2 In the event that:

- (a) you do not confirm your intentions by the deadline set out in the letter (or in any event by the end of the Autumn Term);
- (b) you confirm that you do not wish for your Child to continue to the Sixth Form by the deadline set out in the letter (or in any event by the end of the Autumn Term); or

(c) your Child does not meet the conditions for entry into Sixth Form as set out in 7.3.1, your Child would leave the School at the end of the Summer Term of Year 11. In this situation you would not be required to give a Term's notice as described in clause 1.1.

If you accept a place in Year 12 for your Child, and subsequently change your mind before the end of Year 11, you will be required to pay one Term's Fees in lieu of notice.

7.4. The scope of our duty to exercise reasonable skill and care for Your Child's education and welfare.

While your Child remains a pupil of the School, we will exercise reasonable skill and care in respect of his/her education and welfare. This obligation will apply during school hours and at other times when your Child is permitted to be on School premises for activities organised and overseen by School staff. We cannot accept any responsibility for the welfare of your Child while off the School premises unless he/she is taking part in a school activity or is otherwise under the supervision of a member of School staff.

7.5. Consent to participation in contact sports and similar activities.

Unless you notify us to the contrary, you consent to your Child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

7.6. What happens if your Child needs urgent medical attention.

If your Child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions).

7.7. Our right to make changes at the School.

Our prospectus describes the broad principles on which the School is presently run. However, we reserve the right to make any changes as may be necessary from time to time to any aspects of the School, including the curriculum or the manner of providing education for your Child (including by providing such education remotely (whilst your Child remains at home, for example, where the School is required to close the School premises).

7.8. We will give you notice of significant changes.

If we intend to make any changes that we regard as significant to your Child's education, notice of the changes will be sent to you at least a Term and a half before they take effect.

7.9 Monitoring your Child's progress at the School.

We shall monitor your Child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your Child's progress but we do not undertake to diagnose dyslexia or other conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your Child without being charged Fees in lieu of notice if, in the Head's opinion, the School cannot provide adequately for your Child's special educational needs.

7.10. Examinations

Your Child will be entered for examinations at the discretion of the School. The School does not guarantee that your Child will achieve a particular grade in any examination for which they have been entered.

8. Parents' Obligations

8.1. We require your co-operation.

In order to fulfil our obligations under the Contract and to maintain a constructive and good faith relationship with you, the School, the Head and the School staff need your co-operation, including in particular by you fulfilling your obligations under the Contract.

8.2. Examples of the co-operation and assistance we require.

You shall co-operate with the School, the Head and the School staff in good faith, and including in particular by:

- 8.2.1. Maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under the Contract);
- 8.2.2. Encouraging your Child in his/her studies, and giving appropriate support at home;
- 8.2.3. Keeping the School up-to-date and informed of matters which affect or may affect your Child (including circumstances which arise at any time that affect or may affect your ability to pay the Fees and supplemental charges for your Child);
- 8.2.4. Ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your Child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
- 8.2.5. Providing cooperation and assistance to the School so that your Child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and
- 8.2.6. Attending meetings and keeping in touch with the School where your Child's interests so require.

8.3. You must notify us of your Child's health/medical conditions or special educational needs.

It is a condition of your Child joining the School that You complete and submit to the School a medical questionnaire in respect

of your Child. You must inform the School of any health or medical condition, special educational need(s), disability or allergy that your Child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether on further request by the School or otherwise, any reports or other materials relevant to any of the same.

8.4. Circumstances where we may require you to keep your Child away from School.

If the School so requires due to a health risk either presented by your Child to others or presented to your Child by others or by reason of a virus, pandemic, epidemic or other health risk, you agree to keep your Child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing education to your Child remotely during such period (including, for example, by sending you/ your Child work assignments electronically or by post).

8.5. You must notify us of any special arrangements needed for your Child.

You must inform the School without delay of any situations where special arrangements may be needed in relation to your Child, including in relation to their education or welfare.

8.6. You must notify us of any court orders that relate to, or that may impact on, the provision of education to your Child; and provide us with copies of them.

You must inform the School without delay if, at any time prior to or during your Child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your Child's attendance at the School (including its premises) and/or the School's provision of education to your Child. These would include any court order or undertaking given to a court which may deal with or impact on in any way:

- 8.6.1. your Child's living and/or contact arrangements;
- 8.6.2. your Child's education, welfare and/or upbringing; and/or
- 8.6.3. the payment of Fees and/or supplemental charges.

In any such circumstances you shall (whether on request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).

8.7 We require you to nominate a 'responsible adult' for us to contact in your absence.

It is also a condition of your Child's joining the School that you complete and submit to the School a parental absence form for your Child. Amongst other things this form will nominate a 'responsible adult' for your Child who will be delegated the authority by you to make decisions relating to your Child if the School is not able to contact either of you.

8.8 We are entitled to expect that Parents have consulted with each other regarding decisions relating to your Child.

You (and each of you as the holders of parental responsibility for your Child) acknowledge and agree that, prior to and during your Child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your Child are concerned. Accordingly, except as set out in Clause 8.9, you (and each of you) accept that the School is entitled to treat:

- 8.8.1. any instruction, authority, request or prohibition received from one of You as having been given on behalf of both of you; and
- 8.8.2. any communication from the School to one of you as having been given to both of you.

8.9. We are entitled to require that notices of withdrawal must be signed by both Parents.

A notice of withdrawal of your Child served under the Contract must be in writing and signed by each of you as the holders of parental responsibility for your Child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the Child have signed such notice).

8.10. You must notify us of your Child's absence from School.

The School must be informed in writing and without undue delay, of your Child's absence from School on any day and the reason for the absence. Wherever possible the School's prior consent should be sought for absence from the School, unless it relates to any unplanned absence.

8.11 Parents must notify us if they will be absent for a period of time.

If at any time during your Child's time at the School both of you will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the Head in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

8.12 Raising concerns with the School and making formal complaints.

If you have cause for concern as to a matter of safety, care, discipline or progress of your Child You must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure which includes details for the members of staff to whom complaints should be sent. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the Main School Office at any time on request.

9. Insurance

9.1. Your responsibility to make your own insurance arrangements.

You are solely responsible for making your own insurance arrangements if you require cover for your Child or his/her property while at School or for the payment of Fees due to absence of your Child or closure of the School premises or otherwise.

10. Data Protection: How we use Personal Information

10.1. Processing of Personal Data.

The School will process personal data about you and your Child in accordance with the data protection legislation. Detailed information about how we use and protect personal data is set out in the School's privacy policy which is on the School's website and is otherwise available from the School via the Data Protection Officer at any time on request. In summary, the information we collect about you and your Child will be used for the following purposes:

- 10.1.1. to perform our obligations under the Contract and for ancillary purposes directly related to that (for example, seeking references on your Child and our internal administration and record keeping); and
- 10.1.2. to comply with our legal obligations including obligations imposed on us by court orders.

10.2. You are required to update us of changes to information held, or circumstances relating to, you and/or your Child.

You must:

- 10.2.1. confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your Child that is held by the School; and
- 10.2.2. inform the School of any change to you or your Child's circumstances (including, where applicable, in connection with your Child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your Child that has previously been notified to the School, including relevant contact details.

10.3. We will send information (e.g. school reports) about your Child to both of you as a matter of course.

Irrespective of who is a party to the Contract with the School, you acknowledge that those persons who have parental responsibility for your Child are entitled to receive certain information about your Child from the School (including school reports, correspondence and other materials relating to his/her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction).

10.4. References

We will not supply information about your Child in response to a reference request from any educational institution which you propose your Child may attend except with your prior written consent.

Where both Parents are party to the Contract with the School, the consent of one Parent shall suffice. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we are not responsible for any loss you or your Child suffers or is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

10.5. Our use of information relating to your Child for certain purposes connected with the running of the School.

We will only use information relating to your Child (for example photographs and video recordings), and (where appropriate) relating to you, with your express written consent. We will explain, at the time we seek your consent, and what use we intend to make of it but typically we will use it for the following purposes:

- 10.5.1. to promote the School to prospective pupils/parents in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels;
- 10.5.2. to publicise the School's activities; and/or
- 10.5.3. to communicate with the School community and the body of former pupils.

11. Intellectual Property Rights

11.1. Recognising these rights.

We shall recognise any intellectual property rights created, generated or owned by or vested in your Child provided you have given us written notice of these rights before your Child leaves the School.

12. Changes in Ownership

12.1. The circumstances in which we may transfer the Contract to someone else.

For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you to let you know if we plan to do this and we will ensure that the transfer will not affect your rights under the Contract. We may transfer our rights and obligations under the Contract in connection with any such transfer and/or amalgamation.

13. Cancellation of the Contract

13.1. Our rights to end the Contract.

The School may end the Contract at any time by notice in writing to you, without any obligation to return any Deposit or Fees paid to you, if:

- 13.1.1. you do not make a payment to us when it is due and You still do not make payment within fourteen (14) days of us reminding you in writing that such payment is due;
- 13.1.2. your Child is expelled from the School;
- 13.1.3. you are required to remove your Child from the School, including circumstances where you (as opposed to your Child) act in such a way as to give the Head cause to require you to remove your Child from the School under Clause 6.3.1 of the Contract;
- 13.1.4. you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your Child that is relevant to the provision of education by the School to your Child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your Child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your Child is not);
- 13.1.5. You fail or refuse to complete and submit to the School a medical questionnaire in respect of your Child and/or you fail or refuse to complete and submit a parental absence form;
- 13.1.6. You (or either of you):
 - 13.1.6.1. are unable, following our request, to demonstrate that you will be able to pay the Fees and supplemental charges due under the Contract;
 - 13.1.6.2. are otherwise unable to pay your debts as they fall due;
 - 13.1.6.3. are the subject of a bankruptcy petition or order; or
 - 13.1.6.4. you enter into an individual voluntary arrangement; or
- 13.1.7. You otherwise do not comply with your obligations under the Contract such that we have a legal right to end the Contract because of such non-compliance or because, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under the Contract.

13.2. Your right to end the Contract.

You may end the Contract at any time by notice in writing to the School if:

- 13.2.1. you have a legal right to do so because the School has not complied with its obligations under the Contract; or
- 13.2.2. the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

13.3. When the Contract will end if not terminated early.

For the avoidance of doubt, the Contract shall end automatically without further notice at the end of your Child's schooling with the School.

13.4. Ending the Contract will not affect any accrued rights.

Once the Contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After the Contract ends, you and we will keep any rights we have under general law.

14. Events outside of our, or your, control

14.1 What we mean by an "event outside of our/your control".

We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 14 we shall refer to these as an "event".

14.2. What happens if we are affected by an event outside of our control.

If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under the Contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event.

Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event.

To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

14.3. Events lasting more than 6 months.

If the School is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the Contract after such period and You shall then, following receipt of such notice, be entitled to end the Contract on written notice to the School and without giving a Term's Notice or paying Fees in lieu of notice.

14.4. What happens if your Child is affected by an event outside of your control.

Subject to Clause 3.9, if your Child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons outside of your control you shall give the School notice in writing of such circumstances and the following provisions shall apply:

- 14.4.1. in consultation and cooperation with the School you shall do everything You reasonably can to minimise the impact of the event in order to continue to perform your obligations under the Contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
- 14.4.2. in circumstances where, following the efforts made and steps taken under Clause 14.4.1, your Child is not able to participate and benefit from any level of provision of education by the School then you shall not be responsible for failing to perform your obligations (including the obligation to pay Fees, pro-rated accordingly) during the continuance of the event; and
- 14.4.3. if the event continues to prevent your Child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six (6) months you shall discuss with the School a solution by which the Contract may be performed and, following such discussions, you shall be entitled to cancel the Contract on written notice to the School and without giving a Term's Notice or paying a Term's Fees in lieu of notice.

15. Communications between you and the School

15.1. Notices must be in writing.

When the Contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

15.2. We will use the contact details held by the School to contact you.

Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. You must notify the School of any change of address(es) or other contact details without delay.

15.3. How to provide written notice to the School.

Notices that you are required to give under these Terms and Conditions must be in writing addressed to the Head and sent by one of the following methods:

- 15.3.1. delivered by hand to the School (in which case it will be treated as having been received at the time it was delivered);
- 15.3.2. sent to the School by recorded or other form of registered post requiring a signature on receipt as proof of delivery (in which case it will be treated as having been received at the time it was delivered);
- 15.3.3. sent to the School by first class post (in which case it will be treated as having been received on the second working day after posting provided that you have proof of posting); or
- 15.3.4. sent to the School by email (in which case it will be treated as having been received on the day it was sent provided you have a server delivery receipt or a read receipt).

In light of the importance under the Contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) proof of delivery or sending is necessary as described above.

16. The Law that applies to the Contract and where legal proceedings may be brought

16.1. The law that applies to the Contract.

The Contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of the Contract in the English courts.

16.2. Rights in relation to the enforcement of the Contract.

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

17. Changes to these Terms and Conditions

17.1 Reserving the right to change these Terms and Conditions.

We reserve the right to change or add to these Terms and Conditions from time to time. Notice of any changes will be sent to you at least a Term and a half before they are to take effect.