



## Cheadle Hulme School

### **Independent day school for boys and girls**

#### **Parent Contract** Terms and Conditions

#### **1. Terms and conditions**

1.1 These are the terms and conditions on which we provide educational services. These terms together with:

1.1.1 the letter of offer;

1.1.2 the conditions of any Award, if applicable;

1.1.3 the Acceptance Form;

1.1.4 the [Privacy Policy](#)

1.1.5 the Fees List as published from time to time; and

1.1.6 any other document, policy or agreement referred to in these terms and conditions (except where it is stated that such document does not form part of the contract),

form the basis of the Contract.

2. Any statements made at School open days and in discussions with staff and Pupils do not form part of any contract between the Parents and the School unless otherwise agreed in writing. Whilst all such information is believed to be correct and is intended to give an indication of the history, ethos and operation of the School, it does not amount to a representation on which any Parent may rely. If any Parent wishes to place reliance on such statements or discussions, they should seek a written confirmation of that matter from the Head, stating clearly the purpose of the enquiry.

#### **3. Definitions**

3.1 In these terms and conditions the following words and phrases will have the following particular meanings:

3.1.1 "**Acceptance Deposit**" means the deposit payable when Parents accept an offer of a place at the School as set out on the Acceptance Form;

- 3.1.2 "**Acceptance Form**" means the form provided by the School for Parents to complete when accepting a place for their child at the School;
- 3.1.3 "**Authorised Deputy**" means the person or persons nominated by the Head from time to time;
- 3.1.4 "**Award**" means a scholarship, bursary, financial assistance, staff discount or other award or concession in relation to a Pupil and/or the Fees payable in respect of that Pupil;
- 3.1.5 "**Complaints Procedure**" means the School's procedure for handling complaints from Parents, as amended from time to time. A copy of the most up-to-date procedure is on the School's website ([Complaints Procedure](#)) and is otherwise available from the School at any time upon request;
- 3.1.6 "**Contract**" means the legally binding contract between the Parents and the School, as set out in clause 1.1;
- 3.1.7 "**Exclude**" or "**Exclusion**" means the permanent Suspension of a Pupil from the School;
- 3.1.8 "**Fees**" means any sums due from time to time from the Parents to the School and shall include alone or in combination any of the following: Registration Fee, the Acceptance Deposit, Tuition Fees, fees for extra tuition or additional courses, fees for extras such as clothing and equipment, photographs, or other items ordered by the Parents or the Pupil, charges arising in respect of educational visits and School trips (including travel and accommodation expenses), charges arising from damage where the Pupil alone or with others has caused loss or damage to School property or the property of a third party for which the School is responsible, late payment charges and interest where incurred, and repayment of an Award where repayment is due;
- 3.1.9 "**Fees List**" means the schedule containing the applicable Fees as amended from time to time in accordance with these terms and conditions, including Tuition Fees on the School's website or otherwise notified to Parents;
- 3.1.10 "**Force Majeure Event**" means an event beyond the reasonable control of the School which prevents the performance by the School of its obligations under these terms and conditions and shall include acts of God, fire, flood, storm, war, riot, civil unrest, acts of terrorism, industrial action, outbreaks or pandemic of disease, and failure of utility services;
- 3.1.11 "**Governors**" means the Governors of the School from time to time who are appointed under the terms of the School's Articles of Association;
- 3.1.12 "**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;
- 3.1.13 "**Parents**" or "**you**" or "**your**" means the parent(s) or guardian(s) of a Pupil or the person having Parental Responsibility for a Pupil and who has/have signed the Acceptance Form or a person who, with the School's express written consent, replaces such person in respect of a Pupil;

- 3.1.14 **"Parental Responsibility"** means the legal responsibility for a Pupil;
- 3.1.15 **"Privacy Policy"** means the School's policy on the processing of personal data, which can be found on the School's website at ([Privacy Policy](#)) and which is otherwise available from the School at any time on request;
- 3.1.16 **"Pupil"** means a person of whatever age who attends the School, as identified on an Acceptance Form signed by his/her Parents (subject to any subsequent, legally recognised, change in name);
- 3.1.17 **"Registration Fee"** means the fee in the amount determined by the School from time to time payable at the time of submitting the Registration Form;
- 3.1.18 **"Registration Form"** means the form provided by the School for Parents to complete when applying for a place for their child at the School;
- 3.1.19 **"Removal"** and **"Remove"** means the School requiring the Parents to take the Pupil out of the School permanently;
- 3.1.20 **"School"** and **"we"** shall mean Cheadle Hulme School, a company limited by guarantee, registered in England with number 3823129 and having its registered office at Claremont Road, Cheadle Hulme, Cheshire, SK8 6EF, being registered as a charity with number 1077017 and whose Chair of Governors is Mr PR Johnson, contactable c/o The Clerk to the Governors at the above address;
- 3.1.21 **"School Hours"** means the normal hours of the School day, as set out on the School website from time to time;
- 3.1.22 **"School Policies"** means the School's policies published from time to time and available on the School's website;
- 3.1.23 **"School Rules"** means the rules of the School published on the School's website ([Junior School Rules](#) / [Senior School Rules](#)) and which are otherwise made available from the School at any time upon request and as may be amended from time to time;
- 3.1.24 **"Suspension"** and **"Suspend"** means the Pupil being sent or released home for a period of time (on a temporary basis) either (i) pending the outcome of an investigation by the School and/or the Governors into allegations made by or against that Pupil, or which may otherwise relate to the Pupil, in the context of a potential disciplinary matter; (ii) as a disciplinary sanction; or (iii) as a result of the Parents' non-payment of fees in accordance with this Contract or any other persistent failure by the Parents to comply with the terms of this Contract;
- 3.1.25 **"Term"** means the period of time known as a term of the School as notified to Parents from time to time;
- 3.1.26 **"Term's Notice"** means written notice given to the Head by the Parents not later than the first day of the Term preceding the Term to which the notice relates;
- 3.1.27 **"Tuition Fees"** means all of the charges for the ordinary day-to-day education by the School of the Pupil, including the provision of any necessary educational

materials, unless otherwise notified to the Parents by the School at any time (either in the Fees List or otherwise);

3.1.28 "**Withdrawal**", "**Withdraw**" and "**Withdrawn**" means the removal of a Pupil from the School at any time after the Parents have accepted a place for the Pupil at the School; and

3.1.29 "**Writing**" means any form of written communication, including email.

3.2 In these terms and conditions illustrative examples using the words "**for example**", "**includes**" or "**including**" do not intend the examples given to be exhaustive. When we use these words it means that the examples that are given are not exclusive or limiting examples of the matter in question.

3.3 Headings used to introduce separate provisions are for ease of understanding only.

3.4 Singular words include the plural and vice versa.

3.5 These terms and conditions replace those previously in force and will be read and interpreted as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.

#### 4. **Admission and entry**

4.1 Applicants are considered for admission to the School (that is, allocation of a place at the School) and entry to the School (that is, the date upon which a Pupil first attends the School) when a Registration Form has been duly and fully completed and the non-refundable Registration Fee paid. At this point, a legally binding contract is formed between us (the Contract). Admission is subject to the availability of a place and the Pupil and the Parents (if applicable) satisfying the admission criteria at the relevant time. If no place is offered to the Pupil, the Contract between the School and the Parents will immediately terminate.

4.2 An offer of a place at the School for a Pupil is accepted when the Parents submit a duly and fully completed Acceptance Form and pay the Acceptance Deposit. The Acceptance Deposit forms part of the general funds of the School until it is credited without interest to the final payment of the Fees or other sums due to the School on the Pupil leaving the School and is non-refundable if the Pupil does not take up a place at the School.

4.3 Whilst it is hoped that Pupils in the Junior School will graduate into the Senior School and Pupils in Year 11 will graduate into the Sixth Form at the School, the School shall have no duty to offer a place in the Senior School to any Pupil from the Junior School or in the Sixth Form to any Pupil from Year 11.

4.4 Parents will be notified of the process for applications to move into the Senior School or the Sixth Form (as applicable) in good time to allow such applications to be made and processed.

#### 5. **Withdrawal before entry**

5.1 If the Parents wish to Withdraw after submitting the Acceptance Form and paying the Acceptance Deposit but before the Pupil enters the School, Parents must give the

School a Term's Notice. If the Parents provide that period of notice, the Parents will lose the Acceptance Deposit but no further Fees will be payable.

- 5.2 If the Parents do not provide the School with a Term's Notice, a Term's Tuition Fees and any other Fees for which the Parents have incurred liability (for example, Fees for co-curricular activities) shall be payable by the Parents and shall become due and owing to the School as a debt. The School shall credit the Acceptance Deposit paid (without interest) to the payment of the Term's Tuition Fees that the Parents will owe to the School (and the Parents hereby acknowledge and agree that the School shall be entitled to retain the Acceptance Deposit on account of payment of the Term's Tuition Fees). Where applicable, such Tuition Fees shall be reduced to take account of any Award.

## 6. **Fees**

- 6.1 The Parents undertake to pay the Tuition Fees applicable to each Term for which the Pupil is registered at the School (including any Term which represents a Term's Notice that has been given by the Parents) and any other Fees which the Parents have incurred a liability to pay directly to the School by direct debit or termly payment or via such other method (such as ParentPay) as the School may provide from time to time in advance of the relevant Term. Except where special agreement has been made in writing between the Parents and the School for the deferment of Fees or where the Fees are to be met by an Award, the Tuition Fees and all other Fees for each Term are due and payable as cleared funds before the commencement of the Term to which they relate. If an item on the Fees invoice is under query the remainder of the invoiced items including the Tuition Fees must be paid.
- 6.2 A Parent who has signed the Acceptance Form jointly with the other Parent of the same Pupil may only withdraw from this Contract with the School by providing a Term's Notice and the written consent of the other Parent.
- 6.3 An agreement between the Parents and a third party (for example, a grandparent or trust) to pay Tuition Fees or any other Fees payable to the School will not release the Parents from responsibility and liability for the relevant Fees if the third party fails to make the relevant payment. The School is entitled to refuse or return a payment from a third party at its sole discretion.
- 6.4 Save where the School has a legal liability to make a refund of any Fees, no Fees shall be refunded or waived. For example, Fees will not be refunded or waived where: -
- 6.4.1 the Pupil is absent through illness (save as provided for below);
  - 6.4.2 the Term is shortened or extended;
  - 6.4.3 the Pupil is released home before or after public examinations or otherwise before the end of a Term;
  - 6.4.4 the School is closed temporarily due to adverse weather conditions or industrial action (whether or not lawfully sanctioned) by staff; or
  - 6.4.5 for any other reason, other than exceptionally and at the sole discretion of the Head in case of genuine hardship.

If you need further information on your legal rights or wish to discuss your particular circumstances you can contact Citizens' Advice (<https://www.citizensadvice.org.uk/>) or obtain other independent legal advice.

- 6.5 The School is entitled to Suspend the Pupil on three days' written notice if Fees relating to that Pupil and/or any other Pupil of the same Parents are overdue for payment and the period of Suspension shall extend until the Fees are paid in full. If a Pupil is Suspended for a period of 28 days or for two or more periods together of 28 days in any academic year, the Pupil shall be deemed Withdrawn immediately on notice to the Parents, and a Term's Tuition Fees in lieu of notice and any other Fees already due or which the Parents have incurred a liability to pay shall be payable in accordance with these terms and conditions. Suspension in these circumstances is not a disciplinary matter and no review by the Governors will take place. The School shall be entitled to withhold or decline to provide any references, information or property while Fees are overdue but shall not do so in a way that will cause direct, identifiable and unfair prejudice to the interests of the Pupil.
- 6.6 Subject to any conflicting interest clause contained in a separate consumer credit or other regulated agreement made between the School and the Parents, simple interest may be charged by the School on overdue Fees at the rate of 3% above the Bank of England's base rate from time to time accruing on a daily basis. The Parents will also pay all costs, fees, legal costs and other charges reasonably incurred by the School in seeking the recovery of any unpaid Fees.
- 6.7 The Parents agree that if they submit a payment to the School which is for a lesser sum than the amount owing in Fees at that time, or any Fees that become due in the future, such payment will be set against the Fees due and shall not extinguish the obligation of the Parents to pay any balance of Fees due.
- 6.8 Any payments made by the Parents shall be set against the earliest debt of Fees owed by the Parents to the School. The Parents agree that a payment made to the School in respect of one Pupil may be set against the unpaid Fees account of any other Pupil of the same Parents.
- 6.9 An agreement by the School to accept payment of any Fees, whether present, future or past, by instalments is concessionary and entered into entirely at the discretion of the School and (subject to applicable laws) on terms at the School's sole discretion which will be set out in a separate agreement governing the instalment arrangement. Such agreement shall form part of the Contract. The terms of the instalment arrangement shall prevail over the terms of these terms and conditions where there is an inconsistency between the two. For more information on the laws that may apply to such a contract, please contact Citizens' Advice (<https://www.citizensadvice.org.uk/>) or obtain other independent legal advice.
- 6.10 An arrangement where Parents pay Fees in advance (that is more than one year in advance) will be subject to a separate formal agreement. Please contact the School Bursary if you would like further information on the available payment options.
- 6.11 Every Award is a discretionary privilege, subject to regular review and high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff fairly and giving full, accurate and timely disclosure of all information the School requires for the purposes of evaluating whether to make and/or

continue any such Award. The further terms of any Award will be notified to the Parents at the time of the offer of an Award.

- 6.12 If a Pupil has been offered an Award, it is the Parents' responsibility to pay the amount of Fees due, if any, after taking account of that Award. These terms and conditions shall apply to that balance as the balance due from the Parents in respect of that Pupil.
- 6.13 Where an Award has been withdrawn and that results in a repayment of the Award or any part of it being due from the Parents, the non-payment of any part of the Award whose repayment is required shall be treated in these terms and conditions as a non-payment of Fees due.
- 6.14 The School will review Fees annually and may increase them to reflect the increase in the costs of operating the School. The School will use reasonable endeavours to notify Parents in April of the Fees which will apply for the next School year, commencing in September. If the Parents do not wish to pay any increased Fees, the Parents may Withdraw the Pupil with effect from the end of the Term prior to the Term in which the Tuition Fees are set to increase on giving written notice of their intention to do so not more than 21 days after notice of the increase has been given by the School. In that event, the Parents will not be liable for any further Fees save those due for the remainder of the period during which the Pupil is at the School, any overdue Fees and any Fees for which the parents have incurred a liability to pay as at the date of Withdrawal, less the Acceptance Deposit which shall be treated as set out above at clause 4.2.
- 6.15 The Parents each consent to the School (in accordance with the Privacy Policy):
- 6.15.1 undertaking searches of the Parents with any credit reference agency;
  - 6.15.2 enquiring of any other School about the Parents' payment record; and
  - 6.15.3 informing any other school or educational establishment to which it is proposed to send the Pupil of any outstanding Fees due to the School.
- 6.16 The School shall be entitled from time to time to request satisfactory evidence of identification or the source of funds in order to satisfy anti-money laundering regulations and the Parents agree to co-operate in a timely manner with any such requests. A failure by the Parents to do so shall be a breach of these terms and conditions and shall entitle the School to treat the Pupil as Withdrawn by the Parents immediately on notice. The Parents acknowledge that if the School suspects a breach of anti-money laundering regulations, the School will notify the relevant authorities accordingly.
- 6.17 The Parents acknowledge and agree that the maximum amount of cash that the School can accept in any given year in payment of amounts due to the School in respect of any Pupil or Parent (as applicable) is £500.

## 7. **Withdrawal after entry**

- 7.1 The Parents may Withdraw a Pupil from the School on giving a Term's Notice or paying to the School a Term's Tuition Fees in lieu of notice, at such rate as would have been charged for the final Term if provision of a Term's Notice had been given, together with any overdue Fees and any Fees which the Parents have incurred a liability to pay as at the date of Withdrawal.

- 7.2 A Term's Notice is also required in order to discontinue any extra tuition or co-curricular activities for which specific Fees are due and such Fees shall be treated as Fees for which the Parents have incurred a liability when calculating the Fees due upon withdrawal.
- 7.3 If a Pupil discontinues any extra tuition or co-curricular activities for which specific Fees are due without giving a Term's Notice of discontinuing, the Parents shall pay to the School as a debt a Term's Fees for the tuition or activity in which the Pupil has ceased to participate.
- 7.4 Sums due in lieu of a Term's Notice will become payable by the Parents to the School as a debt due on the first day of the Term which would have been the final Term if provision of a Term's Notice had been given.
- 7.5 On giving notice of Withdrawal, the parents shall inform the Head of the arrangements for the Pupil's ongoing education. The Parents acknowledge and agree that this is in order to safeguard the interests of the Pupil and to enable the School to discharge its legal obligations.
- 7.6 At least a Term's Notice is required to Withdraw a Pupil and this notice will only be accepted by the School if it has been given, and signed, by the Parent or Parents (as applicable) who originally signed the Acceptance Form, unless there has been a change in circumstances such that, in the School's opinion, it is not practical to expect one of the Parents to sign the Notice or one of the Parents provides written authority that the other may give a Term's Notice on behalf of both of them. A Term's Notice may also be given by any other person whom the School accepts has Parental Responsibility (but will only take effect if all the original signatories sign the Notice unless the School waives this requirement for the reasons given above). Notice given by a person with Parental Responsibility does not affect the liability of the Parents under these terms and conditions.

## **8. School Rules, discipline and behaviour**

- 8.1 It is a condition of a Pupil remaining at the School that the Pupil and the Parents comply with the School Rules ([Junior School Rules](#) / [Senior School Rules](#)).
- 8.2 The Parents accept that the School is run in accordance with the authority delegated by the Governors to the Head and/or the Authorised Deputy. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise such authority in a reasonable and lawful manner and with procedural fairness where the status of the Pupil is at issue.
- 8.3 The Parents accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action the Head considers appropriate to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's [Procedures for Disciplinary Incident Involving Students](#) (as updated from time to time applies to all Pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School including, for the avoidance of doubt, when outside the School and/or School attendance hours or on School trips (including exchange visits) in the UK or abroad including overnight and whilst travelling and during free time.

- 8.4 The Parents agree and accept that the School attaches importance to courtesy, integrity, good manners, good discipline and respect for the needs and property of others on the part of the Pupil at all times including, for the avoidance of doubt, the times stated in the immediately preceding clause of these terms and conditions.
- 8.5 The Parents agree and warrant that the Pupil will:
- 8.5.1 participate fully and as required in the activities of the School;
  - 8.5.2 (subject to clause 6.4) attend on each day of Term (unless formally released by the School prior to or after public examinations, as notified to the Parents in advance);
  - 8.5.3 be punctual;
  - 8.5.4 work diligently;
  - 8.5.5 be well behaved; and
  - 8.5.6 comply with the School Rules including those concerning uniform, dress and general appearance.
- 8.6 The Parents will inform the School of any reason for the Pupil's absence from School in accordance with the [Attendance Policy](#). If the absence is due to any reason other than illness, prior consent should be sought from the Head.
- 8.7 The Parents agree that the School shall not be obliged to take the Pupil on any School trip, permit the Pupil to participate in any exchange visit or include the Pupil in any sporting or other co-curricular activity, whether or not paid for by the Parents, where the Pupil has failed to behave in the manner reasonably expected of the Pupil, or the School in its reasonable opinion considers that the Pupil is unlikely to behave in the manner reasonably expected of the Pupil, whilst engaged on the trip, visit or activity in question. Any additional Fees paid by the Parents in such circumstances will only be refunded at the discretion of the Head and after deducting any costs incurred by the School which it is unable reasonably to recover, and a charge for administration.
- 8.8 The Parents agree that the School may give a Pupil the opportunity under medical supervision to provide a biological sample to be tested for the consumption of drugs or alcohol if the consumption of either is suspected. A sample or test provided in these circumstances will not form part of the Pupil's permanent medical record with the School. Any such tests will be carried out in accordance with the relevant School Policy.
- 8.9 The Parents authorise the School to (i) monitor a Pupil's email communication on any School email account and (ii) monitor use of the School's internet (including on School IT devices and any internet access through the School's wifi connection) to ensure compliance with the Acceptable Use Policy or where it is appropriate for the School to do so in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements, and, where necessary, to confiscate School IT equipment and temporarily confiscate a Pupil's personal mobile 'phone, tablet or other IT equipment. More details on how and why we monitor email communications and internet use can be found in the Acceptable Use Policy and all data collected as a result of such monitoring will be handled in accordance with our [Privacy Policy](#).

- 8.10 The School will investigate a complaint or rumour of misconduct in the manner it thinks fit. The Parents agree that a Pupil may be questioned and their belongings searched in appropriate circumstances and an appropriate manner. Reasonable care will be taken to protect a Pupil's individual human rights and freedoms which will be balanced against the interests of the School, other Pupils and the School community as a whole in considering the particular circumstances of the investigation. The Parents will be informed as soon as reasonably practical after it becomes clear that the Pupil may face serious formal disciplinary action (other than minor disciplinary action during the course of a School day) and also to make arrangements for the Pupil to be accompanied and assisted by the Parents, education guardian or a teacher of the Pupil's choice in such circumstances.
- 8.11 Where a Pupil (alone or with others) is found to have caused loss or damage to School property or the property of a third party for which the School is responsible, the School shall assess the loss or damage (in its absolute discretion) and the Parents shall pay to the School the relevant amount in respect of such loss or damage as a debt claim within 30 days of the School's request.
- 8.12 Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of Pupils or others who have given information which has led to the complaint under investigation or which the Head has acquired during the investigation.

## 9. **Sanctions**

- 9.1 The School's current policies on sanctions from time to time are set out in the [Rewards Procedures](#) and [Sanctions Procedures](#) and are also available to Parents on request. The policies undergo amendment from time to time but will not authorise any unlawful activity. The Parents agree that such sanctions may include a requirement to undergo menial but not degrading tasks, detention for a reasonable period which may include a time outside of the normal hours of the School, withdrawal of privileges, Suspension, Removal or Exclusion, the temporary confiscation of a Pupil's property or property in the possession of the Pupil including mobile 'phones, other electronic devices and other equipment, and the temporary prevention of the Pupil from having contact with other pupils.
- 9.2 The Head may in his or her discretion Suspend or, in serious or persistent cases, Exclude a pupil from the School if the Head considers that the Pupil's conduct or behaviour (including behaviour or conduct outside the School) is unsatisfactory and the Suspension or Exclusion is in the School's best interests and/or those of the Pupil and/or other pupils.
- 9.3 Exclusion will be reserved for the most serious or persistent breaches of discipline, the School Rules or commission of a serious criminal offence. The Pupil will normally be Suspended during the investigation and/or the Governors' review.
- 9.4 If a Pupil is Excluded there will be no refund of the Acceptance Deposit which the School will retain. Fees for the current Term and overdue Fees as at the date of Exclusion including any Fees for which the Parents have incurred a liability at the date of Exclusion will be payable, but no notice or Fees in lieu of notice shall be required.
- 9.5 The Head may in his or her discretion require the Parents to Remove a Pupil if:

- 9.5.1 the Head considers that the behaviour or conduct of a Pupil or the Parents or either of them:
- (a) is unreasonable; and/or
  - (b) negatively affects (or is likely to negatively affect) the Pupil's or other pupils' progress at the School, or the wellbeing of the School or its staff; and/or
  - (c) damages, or is likely to damage the reputation of the School or bring it into disrepute; and/or
  - (d) is not in accordance with the Parents' obligations under these terms and conditions or because the School has a legal right to end the contract because of something the Parents have done or failed to do (including, by way of example, behaving in a threatening and/or abusive way towards members of School staff or other Pupils or Parents or persistently failing to co-operate with the School in a way which the School considers places a Pupil at risk); and/or
- 9.5.2 the Pupil's attendance or academic progress is unsatisfactory and, in the reasonable opinion of the Head, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or community life offered by the School; and/or
- 9.5.3 the Parents have persistently failed to pay the Fees when due.
- 9.6 In the sole discretion of the Head, in certain circumstances the Parents may be offered the opportunity to Withdraw the Pupil rather than there be a formal Exclusion of the Pupil.
- 9.7 If a Pupil is Excluded (or Withdrawn as an alternative to Exclusion), the provisions in relation to the payment of Fees which apply in the case of Exclusion shall apply (as set out in clause 9.4) save that the Acceptance Deposit will be returned without interest or set against the final payment of the Fees or other sums due to the School without interest.
- 9.8 The School may record the leaving status of the Pupil on the Pupil's permanent records after Exclusion, Removal or Withdrawal.
- 9.9 The Head will act with procedural fairness in all cases which may lead to Exclusion or Suspension. If requested by the Parents, the Head's decision to Exclude a Pupil will be subject to review by a panel of three Governors. A request for a review by the Governors must be made within seven days of the Head's decision being notified to the Parents. The Parents will be entitled to know the names of the Governors who will conduct the review. The Governors shall conduct the review in a fair manner in accordance with the rules of natural justice, and the Parents will be informed of the procedure to be adopted for the review. The Pupil will usually be Suspended until the review has been completed and the decision communicated to the Parents. The Head may require the Pupil to undertake School work at home during the period of Suspension. Any complaint about any matter of School policy or administration (other than Exclusion or Withdrawal) or a matter between the School and the Parents and/or Pupil of the nature of a legal claim for compensation or other relief must be made in accordance with the [Complaints Procedure](#) a copy of which can be provided by the

School on request. The existing terms of this Contract continue to apply whilst any complaint is being dealt with.

9.10 Parents are reminded that, during a period of Suspension or Exclusion, it is the Parents' responsibility to ensure that the Pupil is properly supervised by a responsible and competent adult at all times and the School cannot, and does not, accept any responsibility to provide or oversee such supervision during any such period.

## 10. **Educational and pastoral matters**

10.1 While the Pupil remains a pupil of the School, the School will exercise reasonable skill and care in respect of the Pupil's education and welfare. This obligation will apply during School Hours and at all other times when the Pupil is participating in activities organised by the School. The provision of activities by the School outside of School Hours does not constitute a change to the School Hours.

10.2 The School does not accept any responsibility for the welfare of a Pupil while off the School premises (unless the Pupil is taking part in a School activity, trip, exchange or is otherwise under the supervision of a member of School staff), or whilst on School premises without authority (which shall include outside of School hours as set out in the School Rules unless present with the permission of the School) or in or on a part of the School premises where the Pupil's unsupervised presence is not permitted. Details of the supervised activities outside of School hours are set out in the School Rules.

10.3 The School does not and cannot warrant that the Pupil will achieve any particular level of academic achievement, gain entry to other educational establishments or achieve particular results in public examinations.

10.4 The School may organise the curriculum (including the range of subjects) and manner of delivery of education in any way that it considers appropriate in the professional judgment of the School and in so deciding will consider the interests of the whole School community. The School's policy on class sizes, streaming and sets will change from time to time and will depend on a number of factors affecting the School community as a whole as well as the particular characteristics of the class, year group or other group of pupils concerned. If the Parents have a specific requirement or concern about an aspect of the Pupil's education or progress, they should contact the Pupil's tutor or another appropriate member of staff or, in respect of serious matters, the Head.

10.5 The School will monitor the Pupil's progress and, subject to paragraph 15.2, issue regular updates to the Parents by means of grades and/or written reports and/or meetings with Parents.

10.6 The Head may, after consultation with the Parents, decline to enter a Pupil into a public examination if, in the Head's professional judgment, the Head considers that entering the Pupil would impair the Pupil's ability in other public examinations for which the Pupil may be entered or if the Pupil has not sufficiently prepared for the public examination in question.

10.7 To assist the School in providing appropriate support, the School requests that the Parents notify the Head in writing if they are aware of or suspect that the Pupil (or anyone in the Pupil's immediate family) has a learning difficulty. The School recommends that the Parents supply to the School all relevant reports, assessments and other information relevant to the actual or suspected learning difficulty to the

extent that it relates to the Pupil or may assist the School in providing appropriate educational and pastoral support to the Pupil. Whilst screening tests made available through the School to identify potential learning difficulties are not infallible, Parents will be informed if a test undertaken by a Pupil indicates that the Pupil has or may have a learning difficulty. The School may also arrange external testing at the expense of the Parents if the Parents request it and the School agrees. Subject to the agreement of the Parents, the School may charge additional Fees if the School provides special or additional tuition to a Pupil with learning difficulties.

- 10.8 The Parents acknowledge that the curriculum includes participation, under supervision, in contact sports and in other normal sports and activities.
- 10.9 The Parents will ensure that the Pupil gives priority to participation in sports events organised by the School where the Pupil has committed to take part in such School sports events over any external sports events to which the Pupil may choose to participate. The Head may (in his or her sole discretion) waive this condition following a written request from the Parents to excuse participation in sports events organised by the School.
- 10.10 The Pupil will receive health and life skills education which the School in its discretion considers appropriate to the Pupil's age, and will contain content related to sex, personal relationships and gender. Parents must give notice in writing to the Head if they wish the Pupil not to participate in any aspect of this part of the curriculum. The School in its absolute discretion may take account of the wishes of the Parents in respect of these aspects of the curriculum.
- 10.11 Religious observance at the School shall be conducted in accordance with the School's ethos as amended from time to time but the School shall have due regard to the religious beliefs of the Pupil.
- 10.12 The School will do all that is reasonable to safeguard and promote the Pupil's welfare and provide pastoral care at least of the standard required by law in the particular circumstances. The School 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.
- 10.13 The Parents will notify the School of any question, concern or complaint about the pastoral care or safety of the Pupil or any other pupil, or any educational issue or other matter connected to the School as soon as possible, and may instigate the Complaints Procedure in suitable circumstances.
- 10.14 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 certain circumstances and certain rights to confidentiality and, usually, the right to have contact with both natural and adoptive parents. If a conflict 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.
- 10.15 The Parents authorise the Head to take and/or authorise all acts and decisions in good faith that the Head considers on proper grounds will safeguard and/or promote the welfare of the Pupil and which relate to the Pupil's education and/or affect the Pupil's attendance at the School or are in any way related to the School even if the decisions or actions taken would conflict with the views of the Parents.

- 10.16 The ethos of the School is to foster good relationships between pupils and between members of staff and pupils. The Parents accept that bullying, harassment, victimisation and discrimination will not be tolerated. The same standards are required of the Pupil and the Parents in relation to the School and its staff.
- 10.17 The Parents consent to the Pupil engaging in such physical contact:
- 10.17.1 as may accord with good practice;
  - 10.17.2 as may be appropriate and proper for teaching and instruction;
  - 10.17.3 as may be appropriate to provide safety and comfort to the Pupil in distress;
  - 10.17.4 as may be required to maintain safety and good order; and
  - 10.17.5 as may be required in connection with the Pupil's health and welfare.
- 10.18 The Parents will, as soon as it is known, disclose to the School in confidence:
- 10.18.1 any medical condition, injury, health problem or allergy affecting the Pupil;
  - 10.18.2 any disability, special educational need or any behavioural, emotional and/or social difficulty on the part of the Pupil;
  - 10.18.3 any family circumstances or court order which may affect the Pupil's welfare, happiness or rights;
  - 10.18.4 any concerns about the Pupil's safety;
  - 10.18.5 any criminal convictions of the Pupil or any family members or friends which may affect the Pupil's welfare and/or may impact on the reputation of the School; and
  - 10.18.6 any change in the financial circumstances of the Parents if it will impact on payment of Fees or entitlement to a bursary, financial assistance or other Award from the School.
- 10.19 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 to others where the Head, in good faith, considers it necessary in order to safeguard or promote the Pupil's welfare or to avoid a perceived risk of serious harm to the Pupil or another person.
- 10.20 The Parents will inform the Head in writing, or otherwise as the urgency of the situation reasonably requires, of any court orders or situations of risk in relation to the Pupil for whom any special precautions may be needed. Parents may be Excluded from the School premises and any place under the School's control or responsibility if the Head considers, acting in good faith, that such Exclusion is appropriate to the interests of the Pupil or the School community as a whole.
- 10.21 The Parents agree that the School does not and cannot accept responsibility for the Pupil if the Pupil:

- 10.21.1 leaves the School premises or any other place where the Pupil is under the responsibility of the School in breach of the School Rules or any instructions not to do so (provided that the School has taken reasonable steps to prevent this from happening);
- 10.21.2 is off the School premises unless the Pupil is taking part in a School activity, School trip or otherwise under the supervision of a member of School staff;
- 10.21.3 is on School premises without authority which shall include outside of School hours, unless with the express permission of the School, or in or on a part of the School premises where the Pupil's unsupervised presence is not permitted.
- 10.22 The Pupil is required during term time, including weekends during term time and half terms, to reside with the Parents or a legal guardian or with an education guardian notified and reasonably acceptable to the School. To ensure that the School has up-to-date emergency contact details at all times, the Parents must notify the School immediately in Writing if (a) the Parents will be absent from the Pupil's home overnight or for a period of at least 24 hours during term time, including weekends during term time and half terms, or (b) if the Pupil will be residing elsewhere, the Parents will notify the Head in Writing of the name, address and telephone number of the adult who will have care of the Pupil, where the Pupil will be residing and for what period.
- 10.23 Except in respect of formal notices or a Withdrawal of the Pupil, the School shall be entitled to treat any communication or instruction received from one Parent or person with Parental Responsibility as representing (and having the authority to bind) all signatories of the Acceptance Form.
- 10.24 Each Parent acknowledges and agrees that, prior to and during the Pupil's time at the School, the School is entitled to assume that each Parent for the Pupil has consulted with the other(s) so far as decisions regarding the Pupil are concerned.
- 10.25 Parents who are resident outside of the United Kingdom must appoint 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 authorities as necessary. It is the Parents' responsibility to appoint an appropriate education guardian. The Parents shall keep the School up-to-date with the name and contact details of the appointed education guardian.
- 10.26 The Parents each consent to the taking of photographs, images and film or video recordings of the Pupil for use in the promotional literature of the School or on its website or in social media, to publicise the School's activities by the School in the media, or as a memento or record of pupils at the School in accordance with the Privacy Policy and the [Photography and Video Policy](#). The Parents may withdraw or restrict this consent in Writing to the Head at any time. The Parents must also abide by the Privacy Policy and the Photograph and Video Policy.
- 10.27 The Parents each consent to the Pupil travelling for purposes related to School activities and/or School trips by any form of public transport and/or in the motor vehicle driven by a responsible adult who is duly licensed and insured to drive the vehicle in accordance with the School's safeguarding policies.

- 10.28 The Parents take responsibility and will ensure that the Pupil takes responsibility for all of the Pupil's personal property including money, mobile phones, locker keys, watches, computers, musical instruments, sports equipment and for the property lent to the Pupil by the School. The Parents acknowledge that the Pupils take any such personal property onto School premises at their sole risk.
- 10.29 The Parents are responsible for taking out insurance for loss of or damage to any of the Pupil's and/or the Parents' personal property which is taken onto School premises.
- 10.30 The Parents agree that the School has no responsibility and shall not be liable for injury or death of the Pupil or the Parents or any loss or damage to their respective property except, in relation to death or personal injury, where this is caused by the negligence or a wilful act of the School or someone who the School is legally responsible for.
- 10.31 The Parents each consent for themselves and, so far as they are able, on behalf of the Pupil to the School retaining for an appropriate period of time any original work created 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 not be responsible for any loss of or damage to such work of the Pupil.

## **11. Health and medical matters**

- 11.1 The Parents must complete a confidential health information form concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, sustains any injury outside of School, and/or will be unable to take part or has been advised against taking part fully or to any extent in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.
- 11.2 The Parents must comply with the recommendations of the School's appointed first aiders in so far as the Pupil's attendance or participation at the School is concerned, which may include a reasonable decision to release the Pupil home when the Pupil is considered to be unwell.
- 11.3 The Parents agree that the Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it appropriate 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 only be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.
- 11.4 The Parents authorise the Head to consent on their behalf (where the Pupil is not of an age or sufficient maturity, or is unable in the circumstances, to consent to or authorise treatment on their own behalf) to the Pupil receiving emergency medical treatment including blood transfusions within the United Kingdom (unless consent for blood transfusions has previously been excluded by written notice from the Parents), general anaesthetic and operations performed by the National Health Service (or, where the Parents have informed the School that the Pupil is to receive private medical treatment, at a specified private hospital) and where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time. The Parents acknowledge and agree that the School shall have no liability for the cost of any medical treatment (including prescription charges) required pursuant to this clause 11.4.

- 11.5 If the School so requires due to a health risk either presented by the Pupil or others or by reason of a virus, pandemic, epidemic or other health risk, the Parents accept that they must keep the Pupil at home and not permit the Pupil to return to the School until such time as the health risk has passed (as notified by the School). The School, where appropriate, may try to continue providing education to the Pupil remotely during such period (including, for example, by sending work assignments electronically or by post).
- 11.6 The School shall not be obliged to take the Pupil on any School trip, permit the Pupil to participate in any exchange visit or include the Pupil in any sporting or other co-curricular activity, whether or not paid for by the Parents, where any request for medical information or permission to administer medication or other information or permissions pertaining to the participation of the Pupil in the trip, visit or activity have not been provided by the due date notified by the School or the School deems there to be a health risk presented by the Pupil or to the Pupil. Any additional Fees paid by the Parents in such circumstances will only be refunded at the discretion of the Head and after deducting any costs incurred by the School which it is unable reasonably to recover and a charge for administration.

## 12. **Events beyond the control of the parties**

- 12.1 If the School is prevented from or delayed in carrying out its contractual obligations under the Contract by a Force Majeure Event, it shall immediately notify the Parents in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 12.2 If a Force Majeure Event continues for a period greater than 90 days, the School shall notify the Parents of the steps to be taken to ensure performance of its contractual obligations.
- 12.3 If the Force Majeure Event continues for a total period greater than 120 days, the School or the Parents may terminate this contract by providing at least three working days' notice in writing to the other party.
- 12.4 If the Pupil is physically unable to attend (or is likely to be physically unable to attend) the School for a prolonged and/or indeterminate period due to matters beyond the control of the Parents, the Parents may Withdraw the Pupil with effect from the end of the then current Term. The Parents should contact the Head as soon as possible to discuss arrangements for payment of any then-outstanding Fees and any Fees which may still be payable following the Withdrawal in such circumstances.

## 13. **Managing changes**

- 13.1 The School, like any other, is likely to undergo change during the time that a Pupil is with the School. The Parents agree that the School may from time to time make changes to these terms and conditions and such of the other provisions that constitute the Contract between the Parents and the School for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School.
- 13.2 For the avoidance of doubt, the Parents also agree that the School may make changes to the way it operates, its facilities and organisation, staff, premises, curriculum, composition, size and number of classes, School Rules, procedures, disciplinary framework, and Complaints Procedure from time to time.

13.3 It is not practical and the School is not required to consult with the Parents and the Pupil over every such change. Whenever practical the School will use reasonable endeavours to consult with Parents and give at least a Term's Notice in writing of substantive changes to:

13.3.1 these terms and conditions;

13.3.2 the physical aspect of the School that may have a significant effect on the Pupil's education or pastoral care; and

13.3.3 the ownership of the School.

13.4 The then current version of the Parent Contract will be available on the School website.

#### 14. **Complaints and alternative dispute resolution**

14.1 A complaint about any matter of School policy or administration (save those concerning Exclusion or Removal or where a legal claim for compensation or other relief has been made) must be made in accordance with the [Complaints Policy](#), a copy of which is also available on request.

14.2 Where we are unable to resolve a complaint with you through the Complaints Policy, we will let you know and provide details of a certified alternative dispute resolution (**ADR**) provider who you may contact if you wish to pursue ADR. The School shall not be under an obligation to follow the ADR route and the School will consider whether to pursue ADR on a case-by-case basis.

#### 15. **General contractual matters**

15.1 The Parents each consent, and shall procure that the Pupil consents, to the School supplying information and a reference in respect of the Pupil to any educational institution which the Parents propose the Pupil may attend. Any reference supplied by the School shall be confidential. The School will take care to ensure that all information that is supplied relating to the Pupil is accurate and any opinion given on the Pupil's ability, aptitude for certain courses and character is fair. However, the Parents agree that the School shall have no liability for any loss the Parents or the Pupil are alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by the School.

15.2 The Parents agree that those persons who have Parental Responsibility for the Pupil are entitled to receive certain information about the Pupil from the School (including school reports, correspondence and other materials relating to his or 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) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998 (or any replacement legislation)).

15.3 By completing and submitting the Registration Form and agreeing to be bound by these terms and conditions the Parents on behalf of themselves and so far as they are able on behalf of the Pupil, or where the Pupil is of sufficient maturity to understand the implications, the Parents shall procure the consent of the Pupil to, authorise the School to process such personal information as is deemed necessary for the legitimate purposes of the School in accordance with the Privacy Policy.

- 15.4 The Parents are legally responsible, both jointly and individually, for complying with their obligations under these terms and conditions.
- 15.5 The School is entitled to transfer the benefit of its contract with the Parents to a third party upon giving notice of such assignment to the Parents and the School is entitled to transfer the burden of its contract with the Parents subject to receiving the Parents' consent to such transfer.
- 15.6 Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone or in combination infringe the Consumer Rights Act 2015 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.
- 15.7 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.
- 15.8 The Parents agree that the School shall be entitled in circumstances where it is in its reasonable opinion practical and appropriate to notify the Parents of matters relating to the Pupil and/or to request information pertaining to the Pupil by asking the Pupil to deliver a letter or form to the Parents. Such matters and requests for information delivered in this way may include those relating to School trips, co-curricular activities or other matters in respect of which the Parents may be subject to a deadline for compliance and where non-compliance may have consequences under these terms and conditions.
- 15.9 This contract is governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.
- 15.10 Once this contract ends, it will not affect any legal rights or obligations that the School or the Parents owe to each other that have already arisen. After this contract ends, the School and the Parents will retain any rights under general law. For more information on your legal rights, please contact Citizens' Advice.

## 16. **Terminating this contract**

- 16.1 Without affecting the provisions above concerning payment of Fees, Exclusion, Suspension, and Withdrawal, the School may end this Contract at any time by notice in writing to the Parents, without any obligation to return the Acceptance Deposit or Fees paid and without limiting the obligation of the Parents to pay outstanding Fees and any other Fees for which the Parents have incurred liability, if:
- 16.1.1 the Parents do not pay the Fees (or any part of them) when due (allowing for the allocation of payments against earlier debts in accordance with paragraph 6.8) and the Fees (or any part of them) remain unpaid fourteen days after the School has contacted at least one of the Parents to remind them payment is due;
- 16.1.2 the Pupil is Excluded, Suspended or Withdrawn in accordance with these terms and conditions;
- 16.1.3 the Parents (or either of you) makes a serious misrepresentation of facts or circumstances to or about the School, the Pupil or the Parents or either of you withhold important information from the School, about the Parents

and/or the Pupil or that is relevant to the provision of education by the School to the Pupil (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that the Parents and/or the Pupil is legally entitled to enter, reside and/or study in the United Kingdom when in fact the Parents and/or the Pupil is not);

16.1.4 the Parents fail or refuse to complete and submit to the School a confidential medical form in respect of the Pupil and/or fail or refuse to provide any information in accordance with this Contract or reasonably required by the School;

16.1.5 the Parents (or either of you):

16.1.5.1. are unable, following the School's request, to demonstrate that the Parents will be able to pay the Fees due under this contract;

16.1.5.2. are otherwise unable to pay your debts as they fall due;

16.1.5.3. are the subject of a bankruptcy petition or order; or

16.1.5.4. enter into an individual voluntary arrangement in respect of debts owed;

16.1.6 you otherwise do not comply with (i.e. breach) your obligations under this Contract such that the School has a legal right to end the Contract or, 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 this Contract and/or to safeguard and promote the welfare of the Pupil.

16.2 The Parents may end this Contract at any time by notice in writing to the School if:

16.2.1 the Parents Withdraw the Pupil in accordance with clause 5 (if Withdrawing prior to entry) or clause 7 (if Withdrawing after entry);

16.2.2 the Parents have a legal right to end this Contract because of something the School has done or failed to do in accordance with the terms of this Contract;

16.2.3 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason; or

16.2.4 the Pupil is physically unable to attend (or is likely to be physically unable to attend) the School in accordance with clause 12.4.