

The School's Terms and Conditions

Effective 1 November 2016

1. Definitions

(a) In these terms and conditions:

"**Acceptance Form**" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"**advance fee**" means the sum referred to as such in the Acceptance Form and that is separately set out in the School Fees List as being required to secure an accepted place at the School;

"**child**" means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

"**the Complaints Procedure**" is the School's procedure for handling concerns or complaints from parents regarding pastoral care, safety, educational issues or other matters affecting the School, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. A copy of the procedure is available on the School's website or on written request;

"**deposit**" means the sum referred to as such in the Acceptance Form and that is separately set out in the School Fees List as being required to secure a place (or conditional place) at the School;

"**fees**" means the fees set out in the School Fees List as amended from time to time;

"**fees in lieu**" means fees payable in full where parents have not given written notice as required by these Terms and Conditions;

"**FIA Terms and Conditions**" means the supplemental terms and conditions relating to the School's Fees in Advance scheme in place from time to time;

"**Head**" means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"**including**" shall mean (and be construed) such that the examples given are not intended to be exclusive or limiting examples of the matter in question.

"**payment**" means monies (fees, deposit, supplemental charges) cleared through the School's bank account;

"**the School**" means Canford School Limited;

"**School Fees List**" means the published note of the School's prevailing fees notified to you from time to time and a copy of which is available on request;

"**School's Policies**" means the policies and rules of the School including but not limited to: the pupil code of conduct, rewards, recognition and sanctions, anti-bullying policy and other such policies, copies of which are available on the School's web site and intranet site and which may also be made available on request, and those rules, which 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. Parents will be given reasonable notice of such amendments;

"**Supplemental Charges**" commonly known as 'extras' means charges for any items that are not included in the fees;

"**term**" means a term of the School as notified to parents from time to time;

"**a term's notice**" means written notice addressed to and received by the Head given not later than the first day of the term preceding the term to which the notice relates;

"**a half term's notice**" means written notice addressed to and received by the Head given not later than the first day of the half term preceding the term to which the notice relates;

"**a term and a half's notice**" means written notice addressed to and received by the Head given not later than the first day of the second half of the term of the term preceding the term, which itself precedes the term to which the notice relates;

"**terms and conditions**" means these terms and conditions as amended from time to time;

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;

"**you**" or the "**parents**" means each person with parental responsibility who has signed the Acceptance Form as parent or guardian of a child or a person who, with the School's written consent, replaces a person who has signed the Acceptance Form (and "your" shall be construed accordingly). Parents are legally responsible, severally and jointly, for complying with their obligations under these terms and conditions;

"**withdraw**" means to remove a pupil from the School other than at the normal leaving date;

- (b) The Acceptance Form, the School Fees List, the School's Policies, the Complaints Procedure, the FIA Terms and Conditions and these Terms and Conditions (as in each case may be varied from time to time) form the terms of a contract (the "contract") between you and Canford School Limited (company no. 00190956; registered charity no. 306315) and constitute the entire agreement between the parties. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance, Deposit and Advance Fee

- (a) An offer of a place (or conditional place) for your child at the School is regarded as accepted on the receipt of a completed and signed Acceptance Form and payment of the deposit.
- (b) A conditional place at the School is only secured for your child upon receipt of both the deposit and advance fee as provided below. An advance fee will be required in the year prior to your child starting at the School to secure the place offered and will be credited without interest to your child's first term's bill. If you fail to make payment of the advance fee within the prescribed time frame you will be deemed to have given notice and your place will immediately be withdrawn and the deposit forfeited in accordance with Clause 2(d) below but no further fees will be payable.
- (c) The deposit will form part of the general funds of the School until it is credited without interest to the final invoice for fees or other sums due to the School when your child leaves, other than when Clause 2(d) or 2(e) applies.
- (d) The deposit and advance fee are not refundable if your child does not take up a place at the School as defined in Clause 5(a) except where the School fills the vacancy created by your child's withdrawal or where your child fails to attain the academic entry standard, in which case the School shall refund the deposit and/or advance fee to you less its costs in administering your dealings with the School (or a reasonable estimate of those costs). **You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to find a replacement.**
- (e) In the event that your child is withdrawn without satisfying the relevant notice period as defined in Clause 5(b) the School shall set the return of your deposit and advance fee (if held) (without interest) against any outstanding balance of fees, fees in lieu of notice, its costs in administering your dealings with the School (or a reasonable estimate of those costs) or other sums due to the School (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit and advance fee (if held) on account of payment of any fees or other reasonable costs as detailed in this clause). Where applicable such fees shall be reduced to take account of any scholarship or bursary awarded.

3. School Fees and Supplemental Charges ("extras")

- (a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as may be otherwise outlined in the School Fees List, shall be met by the fees unless otherwise notified by the School.
- (b) Any books issued from the School's 'Bookstore' and any extra-curricular activities, such as private music lessons, trips and visits, in which your child may participate shall be deemed to be supplemental (or "extra") to items met by the fees and charged for accordingly. In particular, all public examination charges, text books, calculators and additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees, subject always to the School complying with its obligations under the Equality Act 2010. The majority of "extras" are charged in arrears and are included in the invoice for the subsequent term. Some "extras" are charged at the time the School commits to costs.
- (c) Any and all supplemental charges for extra-curricular activities for each term (and for other charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to you before the start of the next term. All such supplemental charges must be paid in full on or before the first day of the then forthcoming term.
- (d) Each of you who has signed the Acceptance Form is liable, severally and jointly, for the whole of the fees due and any supplemental charges. And, each of you remains liable to the School for the whole of the fees and supplemental charges due, **unless and until** the School has expressly agreed in writing with each of you to look to any other person for payment of the fees or any part of them. A

separate agreement with a third party does not release the persons who signed the Acceptance Form from liability where the third party defaults. The School reserves the right to refuse payment from a third party.

- (e) A person who has signed the Acceptance Form may withdraw from the contract with the School by submitting a term's notice, **and provided that** they have obtained the prior written consent of both the School and the other person who signed the form. You are expected to consult with the Head before giving notice to withdraw your child from the School.
- (f) If your child has been awarded a scholarship, bursary or other form of financial assistance (an "award"), your liability will be for the amount of fees due after taking account of that award. Any award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award. A bursary award or other form of financial assistance may also be withdrawn or reduced if following a review of your financial circumstances the continuation of the financial support is, in the opinion of the School, no longer merited or the residue fees or extras remain unpaid. In either circumstance any such withdrawal or lessening 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 or Bursar that for academic or financial reasons an award may be withdrawn from your child, you shall be notified in advance. If, within 14 days following the withdrawal or lessening of a scholarship or bursary notice is given for the child to withdraw from the School, no fee in lieu of notice will be payable.
- (g) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees or supplemental charges remain unpaid or there is a persistent default in relation to the payment of fees or supplemental charges. We will give you 3 days' notice of a decision to exclude in these circumstances.
- (h) We may make an interest charge of 1.5% per month on late payment. Unless otherwise notified to you 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 judgement. You must pay the School the interest together with the overdue amount. We also reserve the right to request payment of all costs (including legal costs), fees and charges reasonably incurred in pursuing you for unpaid fees. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees, supplemental charges or history of late payment and to us seeking this information from any previous school which your child has attended.
- (i) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will normally be sent to you **prior to the commencement of the second half of the final term** before the increase is to take effect.
- (j) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness, disciplinary or welfare procedures, or otherwise. In the event that 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.
- (k) Where fees remain unpaid and your child(ren) remains excluded for more than 28 days, in accordance with Clause 3(g), your child(ren) will be deemed withdrawn from the School without a term's notice and fees in lieu will be immediately payable as a debt in accordance with Clause 5(b) unless the place is filled immediately and without loss to the School.
- (l) Without limiting the effect of the foregoing provisions of this Clause 3, where you (or a third party) and the School have entered into an agreement incorporating the FIA Terms and Conditions such that you (or a third party) have made a capital payment in respect of all or part of the fees due under this agreement, the School will administer such capital sum to meet the fees, provided that you shall meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and Supplemental Charges due in respect of your child each term under this agreement. For the avoidance of doubt, the School shall provide a termly statement of account in respect of the fees and Supplemental Charges and the difference shall be payable in accordance with the terms of this agreement.

4. Payments

- (a) Each term's fees accrue separately and the fees payable will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School has agreed shall pay the fees under Clause 3(c) above).
- (b) Parents/Guardians of UK-based children, and overseas Parents/Guardians with UK bank accounts, are expected to pay in full by Direct Debit unless otherwise agreed by the Bursar - electing to pay fees either 'Termly' or 'Monthly'. Where fees are paid by trust funds or corporations and alternative payments methods are necessary, these must be agreed with the School no later than 2 months before the child starts.
- (c) Parents/Guardians of overseas children are encouraged to set up a UK bank account and to pay in full by Direct Debit – electing to pay fees either 'Termly' or 'Monthly'. If this is not possible Parents/Guardians of overseas pupils should pay by Bank Draft or Direct Bank Transfer using the details contained on the Payment Method Election Form.
- (d) Direct Debit payment methods are:
 - (i) 'Termly' Direct Debit – means payment by 3 equal instalments due in advance on the day before* term starts: The total amount of each invoice will be debited from the nominated bank account on the dates specified on the invoice. Invoices for the following term's fees are prepared at the end of each term and will include all "extras" (charged in arrears) for the term just ended. When your child leaves the School a final invoice will be prepared for the "extras" for the final term and any other outstanding sums.
 - (ii) 'Monthly' Direct Debit – means payment by three cycles of 4 instalments (12 in total) due in advance starting on 1st July* and thereafter on the 1st day* of each calendar month with a twelfth instalment falling due on 1st June*. The total amount of each invoice will be debited from the nominated bank account on the dates specified above*. As payments for each term are initiated before the end of the preceding term the initial invoices for the start of each 4-instalment cycle will include an estimate of the "extras" for the term just ending. Adjustments will be made to the remaining instalment(s) of each 4-instalment cycle to account for the actual "extras" incurred. When your child leaves the School a final invoice will be prepared for the "extras" for the final term and any other outstanding sums.

* or a later date as otherwise notified to you by the School.
- (e) Where there is a dispute over an element of the fees or supplemental charges **the full sum must be paid by the due date**. Any adjustments due can be resolved once the Direct Debit has been taken or payment made.
- (f) The School will not accept cash in payment of fees, deposits, advance fees or supplemental charges.
- (g) The School reserves the right to impose an administrative charge to cover the reasonable costs of administering any of the above payment schemes.

5. Notice Requirements

- (a) If you decline to take up a place at the School having previously accepted or secured a place you shall either give a term's notice in writing to that effect or shall pay to the School in lieu of notice a fee corresponding to one term's fees at such a rate as would have been charged for the final term of provision. If starting in September **notice must be given prior to the start of the Summer Term. If your child is due to start at the School, the fees in lieu will be charged at the rate applicable for the term your child was due to attend School**. If such notice is received by the School by that time the deposit and any advance fee will be forfeited in accordance with Clause 2(d) above but no further fees will be payable.
- (b) If you:
 - (i) withdraw your child from the School other than at the end of the Upper Sixth Form or the end of the Fifth Form, you shall either give a term's notice in writing to that effect or shall pay to the School in lieu of notice a fee corresponding to one term's fees at such a rate as would have been

charged for the final term of provision. In cases where the required notice is not given, the appropriate fee in lieu of notice will become due and owing to the School as a debt on the first day of the term, which would have been the final term of provision had the correct notice been given.

Examples are: Notice received in writing **after** the start of the Summer Term, to withdraw your child at the end of the Summer Term, would **not** meet the requirement for a *term's notice* and would therefore incur a *fee in lieu of notice*.

Whereas notice received in writing **before** the start of the Summer Term, to withdraw your child at the end of the Summer Term, would meet the requirement for a *term's notice* and would not therefore incur a *fee in lieu of notice*.

- (ii) withdraw your child at the end of the **Fifth Form** you shall either give a ***term and a half's notice*** in writing to that effect or shall pay to the School in lieu of notice a fee corresponding to one and a half term's fees at such a rate as would have been charged for the final term of provision. In cases where notice is not given, the appropriate *fee in lieu of notice* will become due and owing to the School as a debt on the first day of the term, which would have been the final term of provision if a *term and a half's* notice had been given. In this case **notice must be given no later than the first day of the second half of the Easter Term**.
- (iii) change your child's place at the School from a boarding to a day place you shall give one term's notice in writing to that effect or shall pay to the School the difference between the day and relevant boarding fee for one term in lieu of notice at such rate as would have been charged if the required notice had been given. In cases where notice is not given the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term when the child starts as a day pupil. You accept that such a change is at the School's discretion and subject to a day place being available.
- (iv) withdraw your child from an activity charged for as supplemental, you shall give notice in writing to that effect as laid down by the School for each activity (normally half a term's notice) or shall pay to the School the appropriate charge for the relevant activity for the notice period in lieu of notice at such a rate as would have been charged if the required notice had not been given. In cases where the required notice is not given the appropriate sum in lieu of notice shall become due and owing to the School on the first day of the term following the final period of provision for which notice should have been given.
- (c) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due, or to obtain a refund of fees by withdrawing your child part-way through a term.
- (d) A notice of withdrawal of your child served under this 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).

6. School Policies

- (a) It is a condition of remaining at the School that your child complies with the School Policies as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Policies. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Policies.

7. Disciplinary and Welfare Procedures

- (a) The Head is authorised to take decisions in good faith to safeguard and protect your child's welfare.

- (b) The Head may in his discretion require you to remove, or may suspend, or in serious or persistent cases expel, your child from the School if he reasonably considers that your child's attendance, progress or behaviour (including behaviour or conduct outside school) is unsatisfactory and in the reasonable opinion of the Head the removal is in the best interests of your child, or other children. Required removal may be experienced in circumstances where the Head considers your child will be unable to benefit from the educational and other opportunities provided by the School and is not a disciplinary matter in these circumstances.
- (c) The Head may in his discretion require you to remove, or may suspend, or in serious or persistent cases expel, your child if you (or one of you) have breached any of the terms of this agreement, and/or the behaviour of you or your child is in the opinion of the Head unreasonable and affects and/or is likely to affect adversely the child's and/or other children's progress at the School, and/or the well-being of School staff and/or to bring the School into disrepute.
- (d) Should the Head exercise his right under sub-clause 7(b) or 7(c) above this may take effect immediately or on such notice as the Head deems to be reasonable. In such circumstances a *fee in lieu of notice* will not be payable and any prepaid fees made under the FIA scheme will be refunded. However, you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited.
- (e) The School Policies set out the examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- (f) The School will act in way which is fair in all circumstances when taking decisions under Clause 7. Disciplinary matters and a review of a decision to expel or remove your child is governed by the School's Policy on Rewards, Recognition and Sanctions. This policy applies to your child whenever they represent the School or are in the School's care, irrespective of whether they are on or off School premises. We cannot accept any responsibility for the welfare of your child while off the School premises unless they are taking part in a school activity or otherwise under the supervision of a member of the School staff.

8. The School's Obligations

- (a) Additionally, and having satisfied the above and being subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of their secondary schooling. However, the School shall not be obliged to permit your child to enter the sixth form unless satisfied that it is appropriate to do so having regard to their academic attainments and all other relevant circumstances. The Head will consult with parents if he does not consider it to be appropriate for your child to progress to the next stage of the School. The School may make a decision as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations.
- (b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or 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 or is participating in activities organised by the School. The School shall adhere to and comply with the *National Minimum Standards for Boarding Schools* (applicable from time to time) published under the Children Act 1989 (as amended or superseded).
- (c) In accordance with the law we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury. You acknowledge that risk of physical injury cannot be eliminated.
- (d) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment

recommended by a doctor (including anaesthetic or operation or blood transfusion (unless you have previously notified us that you object to blood transfusions)).

- (e) You authorise the Head to obtain a medical opinion of your child's health, where he considers it to be in the best interests of your child and/or members of the School.
- (f) The School undertakes to provide you with relevant information about your child unless the School considers there to be reasons for withholding such information, including safeguarding and promoting the child's welfare.
- (g) Our current prospectus describes the broad principles on which the School is presently run and are believed to be correct at the time of printing. However, from time to time it may be necessary to make changes 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), and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the Prospectus as it may be that recent changes are not reflected in the current versions. We will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.
- (h) We shall monitor your child's progress at the School and produce regular written reports. We shall provide those who have parental responsibility with copies of the reports or other relevant information unless a court order has been made to the contrary, or there are other reasons which may justify withholding information to safeguard the interests and welfare of the child. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific 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 a *fee in lieu of notice* if in the opinion of the Head the School cannot provide adequately for your child's needs subject always to our duties under the Equality Act 2010.
- (i) We recognise that your child, if of sufficient age and maturity, has certain legal rights including entitlement to insist on confidentiality. The School will observe these rights which may take precedence of parent's rights. You and your child's rights to confidentiality may be overridden by the Head if it is in his/her best interests or necessary to protect the School community.
- (j) The School is not obliged to enter a child for public examinations and will only do so if the Head is satisfied that it is in the best interests of the pupil.
- (k) Religious observance at the School shall be conducted in accordance with the School Policies.

9. The Parents' Obligations

- (a) In order to fulfil our obligations, we need your co-operation, including, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in their studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; providing cooperation and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings or in the case of overseas pupils sending a representative, and otherwise keeping in touch with the School where your child's interests so require.
- (b) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. Pupils may be required to have a medical examination on entering the School or at any time for the purpose of producing a medical report.
- (c) You undertake to inform the School of any special circumstances affecting your child including 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 upon further request by the school or otherwise, any reports or other materials relevant to any of the same." If the School so requires due to a health risk 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 undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. In such circumstances we shall endeavour 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).

- (d) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child. You also undertake to inform the School 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 that somehow relates to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child, including any which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).
- (e) 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, subject only to Clause 9(e) below, you (and each of you) accept that the School is entitled to treat:
 - (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
 - (ii) any communication from the School to one of you as having been given to both of you.
- (f) A notice of withdrawal of your child served under this contract (ie, under any of Clauses 5(a or b), 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).
- (g) The Head's permission is required to authorise any period of absence other than through illness. Any requests must be made in writing and in advance of the period. This is particularly important for overseas children where visa regulations also apply.
- (h) You must inform the Head if your child, unless boarding, is residing with someone other than you during term time. If both parents are to be absent from the child's home for more than 24 hours, you must notify the School of the person with care of your child. In respect of boarders, parents who reside outside the UK must have an appropriate education guardian for their child who the School can contact as and when required. It is for the parents to satisfy themselves as to the education guardian's suitability.
- (i) If you have cause for concern as to a matter of safety, care or progress of your child you must inform the School without delay. Concerns and complaints should be made in accordance with the School's Complaints Procedure.

10. Insurance

Your child is included in the scheme for personal accident insurance which includes emergency dental care. Optional schemes for personal effects insurance and school fees protection are available via the School and the costs for these schemes are Supplemental Charges. If you do not opt in to these you must make your own insurance arrangements if you require cover for your child's property while at School, or for the payment of fees due to absence of your child or closure of the School premises.

11. Data Protection, Confidentiality and References

- (a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. 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 their ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.

- (b) You consent to us making use of information relating to your child (including photographs and video recordings), and (where appropriate) relating to you, whilst your child is at the School and after he or she has left for the purposes of: (i) managing relationships between the School and current pupils/parents; (ii) promoting the School to prospective pupils/parents; (iii) publicising the School's activities; and (iv) communicating with the school community and the body of former pupils. In respect of (ii), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium), the School's website(s) and (where appropriate) the School's social media channels.
- (c) You undertake to: (i) confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) you and/or your child that is held by the School; and (ii) in any event, 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. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration (UKVI) unit of the Home Office (and to do so notwithstanding whether we actually sponsor your child or not).
- (d) You acknowledge and agree that those persons who have parental responsibility for your child are entitled to receive relevant information about the child 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).
- (e) You consent to us contacting and discussing any aspect of the payment of the fees and 'extras' with all person(s) who have signed the Acceptance Form, or any other person responsible for the payment of fees as agreed under Clause 3(d).

12. Intellectual Property Rights

We shall recognise any intellectual property rights vested in your child.

13. Changes in Ownership etc

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all parents in relation to such changes.

14. Communications

All notices required to be given under these terms and conditions must be given in writing. If notice is given by electronic means the notice is not deemed given until acknowledged by the School. You undertake to notify the School of any change to the information about any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the acceptance form as having been made to both or all such persons. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting. We recommend that notices that you may wish to serve the school under Clauses 5 (a or b) of these terms and conditions are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.

15. Cancellation

- (a) The School shall be entitled to cancel this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this or any other agreement with the School and have not (in the case of a breach which is capable of remedy) remedied the same within (14) days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions). For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this agreement:
- (i) failure to satisfy the UK Border Agency visa requirements (where required to study in the UK);
 - (ii) failure to pay any fees or supplemental charges on time on more than two occasions;
 - (iii) you (as opposed to your child) acting in such a way as to give the Head cause to expel your child under Clauses 3(k), 7(b) or 7(c) of this agreement;
 - (iv) any other circumstance where your child is expelled from the School in accordance with the terms of this agreement (including the School Policies); and
 - (v) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.
- (b) (i) The School may at any time cancel this contract forthwith by notice in writing (without prejudice to any of its other remedies) if you (or either of you): are unable, following our reasonable request, to demonstrate that you will be able to pay the fees and supplemental charges as they fall due under this contract; are otherwise unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; or enter into an individual voluntary arrangement.
- (ii) You may at any time cancel this contract forthwith by notice in writing (without prejudice to any of your other remedies) if the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) For the avoidance of doubt, this agreement shall end at the later of (i) the end of your child's schooling at Canford which may be at the end of the Fifth Form if your child does not meet the requirements imposed under Clause 8(a) for entry to the Sixth Form and (ii) the settlement of all your outstanding obligations hereunder.

16. Force Majeure (ie. circumstances beyond our control)

- (a) In this agreement "force majeure" shall mean any cause beyond a party's control (including, 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).
- (b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The School shall use all reasonable endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).
- (c) Subject to Clause 16(b), if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying a *fee in lieu of notice*.
- (d) Subject to Clause 3(i), in the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of his or her severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- (i) you shall, in consultation and cooperation with the School, use all reasonable endeavours to:

- a. mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely); and
 - b. resume the performance of the obligations as soon as reasonably possible;
- (ii) in circumstances where, following the efforts made and steps taken under Clause 16(d)(i) your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and
 - (iii) in the event of the force majeure continuing 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 months you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's *fee in lieu of notice*.

17. Interpretation

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

18. Jurisdiction and Governing Law

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

19. Variations

We reserve the right to change or add to these terms and conditions from time to time in order to assist the proper delivery of education at the School. All previous versions of the terms and conditions are superseded on the date that these terms and conditions become effective.

Wherever possible the School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect. If less notice is given you will be entitled, **where you can reasonably demonstrate, following a discussion with the School, that you are materially prejudiced by the modifications**, to withdraw your child from the start of the following term without giving a term's notice or paying a *fee in lieu of notice*, providing that you give written notice of the withdrawal within 21 days from the date of receipt of our notice.