



## Terms and Conditions

These terms and conditions apply to Millfield, Millfield Prep School and Millfield Pre-Prep School (including EYFS), together referred to in this policy as “Millfield”.

### A Introduction

1. These terms and conditions reflect the custom and practice of independent schools for many generations and together with:

the letter of offer;

the Conditions of Award if applicable;

the acceptance form; and

the fees list

they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These terms and conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of Millfield.

2. **Variations:** These terms and conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.
3. **Fees and Notice:** The rules concerning Fees and Notice are of particular importance and are set out in Section D and Section I.
4. **Managing change:** Millfield, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see Section K for further details of the changes that may be made and the consultation and notice procedures that will apply.

### B Terminology

5. **The School or We or Us:** means Millfield as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee.
6. **School Governors or Governing Body:** means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the school.
7. **Head:** means the Head of the School as appointed by the School Governors. The Head is responsible for the day-to-day running of the School.
8. **The Parents or You:** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third-party credit provider) will be subject to a

separate agreement between the School, the Parents and the third party. Please also see clause 18 and clause 116.

9. **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.
10. **Pupil:** means the child named on the acceptance form. The age of the Pupil will be calculated in accordance with British custom.

## **C Admission and entry to the school**

11. **Registration and Admission:** Applicants will be considered as candidates for Admission and Entry to the School when the registration form has been completed and returned to Us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. **Admission** occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Pupil attends the School for the first time under these terms and conditions.
12. **Equality:** The School is a mainstream, boarding and day school for boys and girls aged from 2-18 years. The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. We will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, We can cater adequately.
13. **Offer of a place and deposit:** A deposit (**Acceptance Deposit**) as shown on the fees list for the relevant year will be payable when the Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these terms and conditions or unless the Parents wish to donate the Acceptance Deposit to the School's Foundation. See also clause 96.
14. **Additional Deposit:** For reasons of administration, the right is reserved to require payment by parents of an additional deposit (**Additional Deposit**), as shown on the fees list for the relevant year, in the case of a pupil whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these terms and conditions, or unless the Parents wish to donate the Additional Deposit to the School's foundation. See also clause 96.
15. **Immigration:** The School currently holds a licence to sponsor international students under Tier 4 of the points-based system of immigration. The Parents must inform the Head when returning a completed registration form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this School and the Parents shall permit the School to take and retain copies of all documentation required to be kept by the

School in order to comply with its duties as a Tier 4 sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents. Please also see clause 105.

#### **D Fees**

16. **Fees:** may include alone or in combination any of the Registration Fee, the Acceptance Deposit, the Additional Deposit, Tier 4 visa administration charge, tuition fees, boarding fees, fees for extra tuition, other extras such as house charges, clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred.
17. **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the School Term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. Fees are payable by direct debit unless an alternative method of payment has been agreed in advance with the Fees Manager. The School does not accept responsibility for the quality and delivery of any goods or services which are supplied by a third party via the School to pupils or their parents. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.
18. **Payment of Fees by a third party:** An agreement with a third party to pay the Fees or any other sum due to the School does not release the Parents from liability if the third-party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Finance Director. The School reserves the right to refuse a payment from a third party.
19. **Indemnity:** If the School is required to pay all or part of any sum received from a third-party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.
20. **Refund or waiver:** Fees will not be refunded reduced or waived if the Pupil is absent through illness; or a Term is shortened or a vacation extended; or the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or the School is temporarily closed due to adverse weather conditions; or for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship or where there is a legal liability including under a court order or under the provisions of this agreement to make a refund or reduction. This rule is necessary so that the school can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other parents. Separate rules (set out in Section H) would apply if the pupil is expelled or removed, i.e. asked to leave. See also Section J for information about the rules on events beyond the control of the parties.
21. **Exclusion for non-payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment or if the Parents fail to provide information reasonably requested by the School about the identity of the payer of any Fees or the source of the funds. If the Pupil is excluded for a period of 28 days, he/she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with

Section H. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise. The School may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.

22. **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.
23. **Part-payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance of Fees, as set out in clause 22.
24. **Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child of the Parents.
25. **Instalment arrangements:** An agreement by the School to accept payment of current and / or past and /or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
26. **Composition schemes:** An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
27. **Scholarships and bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff reasonably. The terms on which such awards are offered and accepted will be notified to the Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed. A copy of the School's Scholarships and Bursary Policy is available from the School on written request.
28. **Fees increases:** Fees are reviewed annually and are subject to increase from time to time. If less than a Term's notice is given of a Fees increase, notice of Withdrawal given within 21 days after notice was received will not incur Fees in lieu of Notice and the Acceptance Deposit and Additional Deposit (if any) will be refunded without interest less any sums owing to the School.
29. **Information about Fees:** The Parents acknowledge that the School may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the School may inform any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.

30. **Identity of Fees payer:** From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.

**E Educational matters**

31. **Provision of education:** Within the published range of the School's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The School cannot guarantee that the Pupil will achieve his/her desired examination results or that results will be sufficient to gain entry to other educational establishments.
32. **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's tutor, or other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern. We will endeavour to inform the Parents of significant changes to the curriculum
33. **Progress reports:** The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of grades, full written reports and consultation / parents' meetings.
34. **Sex education:** The Pupil will receive health and life skills education appropriate to his/her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.
35. **Public examinations:** The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of his/her professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff.
36. **Examination services:** The Head may, after consultation with the Parents and, if appropriate, the Pupil, decline to apply for access arrangements or post-examination services if, in his/her professional judgement it is considered not to be in the best interests of the Pupil or the examination cohort to do so.
37. **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
38. **Learning difficulties:** The School shall do all that is reasonable in the case of each pupil to detect and deal appropriately with a learning difficulty which is considered to be a "special

educational need". The School staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

39. **Screening for learning difficulties:** The screening tests available to schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
40. **Information about learning difficulties:** The Parents shall notify the Head when completing the School's Registration and Acceptance Form and subsequently in writing if at any time they are aware or suspect that the Pupil has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Pupil's place will be cancelled, or, once the Pupil has started, Parents will be asked to withdraw the Pupil, without further charge if in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.
41. **Moving up the School:** It is assumed that if the Pupil satisfies the relevant criteria at the time he/she will progress through the School and will ultimately complete Year 13. The Parents will be consulted before the end of the Spring Term if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. The Parents must give a Term's Notice in writing (i.e. before the start of the Summer Term) in accordance with the provisions about Notice in Section I below if they do not intend the Pupil to proceed to the next stage of the School, or a Term's Fees in lieu of Notice will be payable.
42. **Intellectual property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of the Pupil in conjunction with any member of staff for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in the creation/development of intellectual property.
43. **Pupil's Original Work:** Copyright in the pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, practical work and computer-generated material, belongs to the pupil. Such work (but not examination scripts) may be returned to the pupil when it is no longer required for purposes of assessment or display. The Parents' consent for themselves and (so far as they are entitled to do so) on behalf of the pupil, to our retaining such work on school premises until, in our professional judgement, it is appropriate to release the work to the pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the pupil by factors outside the direct control of the Head and staff.
44. **Educational visits:** A variety of educational visits will be provided for the Pupil. The cost of some educational visits will be charged as an extra and added to the fee invoice. By signing the acceptance form or agreeing to be bound by these terms and conditions the Parents' consent to the Pupil taking part in any educational visit. Parents' prior consent will be sought for a visit costing more than £30 and Educational visits which:  
  
require overseas travel; or  
  
involve an overnight stay; or

occur during a weekend or School vacation; or

involve some element of high risk or adventure activity

and they will be subject to a separate agreement. The cost of such a visit will be payable in advance. The Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue Fees remain unpaid.

## **F Pastoral care**

45. **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of the house and school community.
46. **The School's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.
47. **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by Us must be notified to the School as soon as practicable. A copy of the School's complaints procedure can be supplied on request. See also clause 89.
48. **Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his/her parents. If any conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.
49. **Head's authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare. Please see Section G.
50. **Ethos:** The ethos of the School is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and the Parents and We expect the same of the Pupil and the Parents in relation to the School or its staff.
51. **Physical contact:** The Parents' consent to such physical contact with the Pupil as may accord with good practice; or as may be appropriate and proper for teaching and instruction; or for providing comfort to the Pupil in distress; or to maintain safety and good order; or in connection with the Pupil's health and welfare. The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

52. **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil; any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family; any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Pupil; any family circumstances or court order which might affect the Pupil's welfare or happiness; any concerns about the Pupil's safety; any significant change in the financial circumstances of the Parents; except when the Pupil is boarding if it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.
53. **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's use of:
- email;
- the internet; and
- mobile electronic devices.
- See also the School's policy on acceptable use of IT and the School's Privacy Notice.
54. **Special precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. Accordingly, the Parents must notify the Head in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Head may exclude the Parents from School premises if, acting in a proper manner, he/she considers such exclusion to be in the best interests of the Pupil or any other member of the School community.
55. **Leaving School premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but cannot accept responsibility for the Pupil if he/she leaves School premises in breach of School rules or regulations. We are not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours. The School cannot accept responsibility for the welfare of the Pupil while off the school premises unless as part of a supervised or school sponsored activity during term time or on an authorised school trip.
56. **Residence during Term time:** The Pupil, except when boarding, is required during Term time and at weekends, exeat (permitted periods of time away from School) and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. Short-term boarding, charged as an extra, can be provided during Term time for the Pupil where accommodation arrangements have broken down. The Parents must immediately notify the Head in writing if the Pupil will be residing during Term time under the care of someone other than the Parents or his/her education guardian.
57. **Communications from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil

from the School. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 91.

58. **Absence of the Parents:** The Parents must inform the Head in writing of the name, address and telephone number for 24 hour contact for the adult who will have the care of the Pupil at any time when both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer.
59. **Education guardians:** The Parents if resident outside the United Kingdom must before Entry 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 when necessary. The School can accept no responsibility for the Pupil when he/she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.
60. **Photographs or images (including video recordings):** The School may obtain and use photographs or images (including video recordings) of the Pupil for:
- a. use in the School's promotional material such as the prospectus, the website or social media;
  - b. press and media purposes; or
  - c. educational purposes as part of the curriculum or extra-curricular activities.

The School may seek specific consent from the Parents before using a photograph or video recording where the School considers that the use is more privacy intrusive. Where the Pupil is of sufficient maturity (usually when aged 12 years or older) we may seek the Pupil's specific prior consent in addition to or instead of the Parents' consent.

61. **Request for confidentiality:** The Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us to not use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the Head in writing, requesting an acknowledgment of their letter.
62. **Transport:** The Parents' consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
63. **Pupil's personal property:** The Pupil is responsible for the security and safe use of all his/her personal property including money, mobile electronic devices, locker keys, watches, computers, calculators, musical instruments and sports equipment, property lent to him/her by the School and are responsible for ensuring that all such property is clearly marked with the owner's name. The Pupil may not bring any items of equipment on to the school premises which runs off mains electricity without the approval of his/her houseparent. Pupils are similarly responsible for property lent to them by the School.

64. **Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises. The Finance Director publishes each year a list of various insurances which are available to parents. Some are optional, and others are paid for by the School. The School is not able to advise parents about insurance cover or take responsibility for material disclosures or inception of insurances.
65. **School's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

## **G Health and medical matters**

66. **Medical declaration:** Before the Pupil enters the School the Parents will be asked to complete a Medical Information and Consent 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, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.
67. **Medical care:** If a boarder the Pupil must be registered on the list of the School Medical Officer while a pupil at the School. The Parents must comply with the School Medical Officer's recommendations which may include a reasonable decision to release the Pupil home or to his/her education guardian when he/she is unwell.
68. **Medical examination:** If a new boarder the Pupil will have a routine medical examination with the School Medical Officer (or other doctor appointed by him/her), usually during the first Term at the School. Arrangements can be made on request for the Parents to be present, but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding (usually at 12+ years).
69. **Pupil's health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement in the interests of the Pupil and/or the School community. The Pupil if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.
70. **Medical information:** Throughout the Pupil's time as a member of the School, the School Medical Officer shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, need-to-know basis.
71. **Emergency medical treatment:** The Parents authorise the Head to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

## **H Behaviour and discipline**

72. **School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a

wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.

73. **Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School rules about the wearing of uniform and general appearance.
74. **School rules:** The School rules which apply are set out in the Behaviour Policy and in the diary and other documents published from time to time. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.
75. **School discipline:** 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 necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's Behaviour policy which is current at the time and published on the School website apply to all pupils at the School and at all times when the Pupil is in or at school, representing the School or wearing School uniform, travelling to or from School, on School-organised trips or associated with the School at any time. The policy shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.
76. **Investigative action:** An allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned, and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's rights and freedoms. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, unless the School is prevented from doing so by the police if they are involved. If considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parents' expense.
77. **Procedural fairness:** Investigation of an allegation, complaint or rumour that could lead to Expulsion, Removal or Withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. If a disciplinary meeting with the Head is required before a decision is taken, the School will make reasonable efforts to notify the Parents or education guardian so that they can attend. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.
78. **Divulging information:** Except as required by law, the School and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.
79. **Drugs and alcohol:** The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

80. **Sanctions:** The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, Gating or Suspension, or Removal or Expulsion.

81. **Definitions of sanctions:** The definitions in this clause apply in these terms and conditions.

**Expulsion:** means that the Pupil is required to leave the School permanently in circumstances described in clause 82.

**Gating:** means that the Pupil is confined to the School premises for a limited period of time (usually during a weekend) but without further disciplinary consequences.

**Removal:** means that the permanent removal of the Pupil from the School is required in circumstances described in clause 84.

**Suspension:** means that the Pupil is sent or released home for a limited period as either a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.

**Withdrawal:** has the meaning set out in clause 99.

82. **Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision to expel shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 87 and clause 88.

83. **Fees following Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past Terms but the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.

84. **Removal in other circumstances:** The Parents may be required to remove the Pupil permanently from the School or from boarding if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that:

- a. the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or
- b. by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School; or
- c. one or both of the Parents have treated the School or members of its staff or any member of the School community unreasonably; then

in these circumstances, and at the sole discretion of the Head, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Head shall act

with procedural fairness in all such cases and shall have regard to the interests of the Pupil and the Parents as well as those of the School. The Head's decision to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 87 and clause 88.

85. **Fees following Removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 84, the provisions relating to Fees shall be as set out in clause 83, save that the Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.
86. **Leaving status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Removal or Withdrawal.
87. **Governors' Review:** The Parents may request a review by Governors (**Governors' Review**) of a decision to expel or require the Removal of the Pupil from the School or from boarding (but not a decision to suspend the Pupil unless the suspension is for 14 days or more or would prevent the Pupil taking a public examination). The Head will advise the Parents of the Governors' Review procedure (current at that time when s/he informs the Parents of his /her decision). A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.
88. **Pupil's status pending Review:** If the Parents request a Governors' Review, the Pupil will be suspended from School until the review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head.
89. **Complaints procedure:** A complaint as described in clause 47 above which does not involve an Expulsion or Removal of the Pupil must be made in accordance with the School's complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

#### **I Provisions about Notice**

90. **Term:** means the period between and including the first and last days of the relevant school term.
91. **Notice:** means (unless the contrary is stated in these terms and conditions) a Term's Written Notice given by:
  - a. both Parents; or
  - b. one of the Parents with the prior written consent of the other Parent; and
  - c. in either case the prior written consent of any other person with Parental Responsibility where appropriate

before the first day of Term addressed to and received by the Head personally or the Finance Director on the Head's behalf. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Pupil. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.

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

the Parents wish to cancel the place after acceptance; or

the Parents wish to withdraw the Pupil who has entered the School; or

the Parents or the Pupil wish(es) to transfer from boarding to day status or vice versa, or between categories of boarding; or

following the GCSE year or Year 12, the Pupil will not return for the following year even if he/she has achieved the required grades.

93. **Provisional notice:** is not recognised as formal written notice and will not release Parents of the requirement to provide a Term's Written Notice unless by written agreement with the Head.
94. **Fees in lieu of Notice:** in circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following Withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. One Term's Fees in lieu of Notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
95. **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see clause 11 for details of when Entry to the School occurs.
96. **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Acceptance Deposit and the Additional Deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.
97. **Cancelling acceptance:** The Cancellation of the place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is Fees for between one and five years. Nonetheless, the School agrees to limit the liability of the Parents to:
- a. one Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession), less the Acceptance Deposit, payable as a debt immediately unless the place is filled immediately and without loss to the School if less than a Term's Written Notice of Cancellation has been given. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees; or
  - b. the Acceptance Deposit if more than a Term's Written Notice has been given unless the place is filled immediately and without loss to the School.

If the place is filled immediately and without loss to the School, the right is reserved to retain a proportion of the Acceptance Deposit to cover the School's reasonable expenses in filling the place. Cases of serious illness or genuine hardship may receive special consideration on written request.

98. **Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the acceptance form. If clause 96 applies, the four-week period shall start when the 14 day cancellation period expires. The Acceptance Deposit will then be retained by the School. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
99. **Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these terms and conditions at any time after the Pupil has entered the School. Please see clause 11 for details of when Entry to the School occurs. See also clause 22, clause 100 and clause 101.
- 100 **Withdrawal by the Parents:** If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 22. Fees in lieu of Notice less the Acceptance Deposit will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- 101 **Withdrawal by the Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents.
- 102 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Head or with the Head's authorised deputy before Notice of Withdrawal is given by the Parents.
- 103 **Transfer between boarding and day status:** Before providing the Notice required under clause 92, the Parents must obtain the express permission of the Head in writing if the Parents or the Pupil wishes to change from boarding to day status or vice versa, or between categories of boarding (e.g. full boarding to weekly boarding). At the discretion of the Head, the School has the right to postpone or refuse a transfer request and the Head will consider the best interests of the Pupil and the School in reaching the decision. Any such place is subject to the availability of places.
- 104 **Discontinuing extra tuition:** A Term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.
- 105 **Termination by the School:** The School may terminate this agreement on one Term's notice in writing sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any outstanding balance of Fees. The School may terminate this agreement immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.

## **J Events beyond the control of the parties**

- 106 **Force majeure:** An event beyond the reasonable control of the School or the Parents is a **Force Majeure Event** and shall include such events as an act of God, fire, flood, storm, war, riot, civil

unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

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

**108 Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 106 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

**109 Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 106 may terminate this contract by providing at least three working days' notice in writing to the other party.

## **K General contractual matters**

**110 Data protection:** The School has a privacy notice which explains how the School will use the Parent's and the Pupil's personal data. Key information from this privacy notice is provided with the letter of offer. The privacy notice is also published on the School's website. The Parents must read this privacy notice in full before signing the acceptance form. If the Pupil is going to enter Year 7 or above the Parents must show the Pupil a copy of the privacy notice and discuss it with him/her before accepting the offer of a place.

**111 Biometric information (Senior School):** The School seeks the Parents' consent to the School obtaining and using the Pupil's biometric information in the form of fingerprint recognition as part of an automated biometric recognition system using a consent form. If one of the Parents' wishes to withdraw consent to the processing of the Pupil's biometric information, he/she shall make the other Parent and the Pupil aware of this and shall notify the Head in writing immediately, requesting an acknowledgement of his/her letter. See also the School's biometric information notice.

**112 Change:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and procedures, the disciplinary framework, and the length of School Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.

**113 Consumer rights:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.

**114 Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of a change of ethos or culture; or a change

in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or a change of ownership of the School.

**115 Information for parents:** We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus/website/promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the School.

**116 Third party rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

**117 Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these terms and conditions.

**118 Jurisdiction:** This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

**Millfield: a Company Limited by Guarantee**  
**Registered in England, Company Number: 00522385**  
**Registered Office: Street, Somerset BA16 0YD**  
**Registered Charity Number: 310283**

## **Biometric information notice**

### **Introduction**

- 1 Millfield School uses biometric information (see paragraph 3 below) about our pupils as part of an automated biometric recognition system. This is for the purposes of:
  - The secure locker system
  - The shop's purchasing system
- 2 Sections 26 to 28 of the Protection of Freedoms Act 2012 (the **Act**) require the school to notify each parent of a child and obtain the written consent of at least one parent before we can use that child's biometric information.

### **Biometric information and how it is used**

- 3 Biometric information is information about a person's physical or behavioural characteristics that can be used to identify him/her. The school takes and uses information from our pupils' fingerprints and uses this information for the purposes described in paragraph 1 above.
- 4 The information is used as part of an automated biometric recognition system. This system takes measurements of the pupils' fingerprints and convert these measurements into a template that is stored on the system. An image of the pupil's fingerprint is not stored. The template (i.e. measurements taken from the pupil's fingerprint) is what is used.
- 5 The law places specific requirements on the school when it uses biometric information, about pupils. For example:
  - the school cannot use the information for any purposes other than those described above;
  - the school must ensure that the information is stored securely;
  - the school must tell parents and pupils what it intends to do with the information;
  - the school will not disclose the biometric information to a third party unless permitted by law. The school may however share the information with the supplier of the school's biometric system, for the proper use of the automated biometric recognition system.

### **Providing your consent / objecting**

- 6 The school requires the written consent of at least one parent to use a pupil's biometric information. However, consent will be overridden at any time if the other parent objects in writing. The school will also seek the consent of a pupil if he/she has sufficient maturity to exercise his/her data protection rights. In most cases consent will be sought from pupils going into Year 7 or above. Also, if a pupil objects to the use of his/her biometric information at any time, the school cannot collect or use that information. Parents may also withdraw consent at any time in writing addressed to Millfield School.
- 7 Parents and pupils give their consent by completing and returning the school's biometric information consent form.
- 8 Please note that when a pupil leaves the school, or if for some other reason he/she ceases to use the biometric system, his/her biometric information will be securely deleted.

## Summary of clauses containing financial consequences

<b>Event</b>	<b>Clause</b>
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