

# PARENT CONTRACT TERMS AND CONDITIONS OF ACCEPTANCE

**What these terms cover.** These are the terms and conditions on which we provide educational services.

**Why you should read them.** Please read these terms carefully before you accept our offer of a place at the School for your child.

In these terms you will see some parts written in bold or otherwise highlighted to stand out. This is to draw certain provisions to your specific attention because they are important to the good management and operation of the School and our provision of educational services.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the relevant Admissions Registrar to discuss.

## 1. INTERPRETATION

- 1.1. "Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at the School.
- 1.2. "Fees Schedule" means the published note of the School's prevailing fees notified to you from time to time and a copy of which remains available on the School's website and from the School at any time upon request.
- 1.3. "contract" has the meaning set out in Clause 2.1 below.
- 1.4. "fees" include basic fees and any supplementary fees payable, which may include fees for Special Educational Needs or Extra-Curricular activities as published in the School's Fee Schedule from time to time in force.
- 1.5. "deposit" means the amount set out on the School's website and referred to as the deposit in the Acceptance Form.
- 1.6. "term" means the period between and including the first and last day of each School term, as published in the School's calendar.
- 1.7. "term's notice" means written notice addressed to the Head no later than the first day of the term before the term to which the notice relates.
- 1.8. "Head" means the person appointed by the Governors of the School to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated.
- 1.9. "child" means a child of whatever age admitted by the School to be educated, and includes any student aged 18 or over.
- 1.10. "you" or "the parents" means the signatories to the Acceptance Form and these terms and conditions or a person with the School's express written consent replaces a person who has signed the Acceptance Form.
- 1.11. "we" or the "School" means the legal entity carrying on as the School as identified in the footer of these terms and conditions.

## 2. CONTRACT

- 2.1. The Acceptance Form, the Fees Schedule, the offer letter, and these terms and conditions (as in each case may be varied from time to time) form the terms of an agreement (the "contract") between you and the School. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

**PLEASE READ THIS NEXT SECTION CAREFULLY - it deals with the Admissions process and what you need to do if you wish to withdraw your acceptance of a place before your child joins the School and what happens if you withdraw at that stage.**

## 3. ADMISSION

- 3.1. The student will be considered for admission to the School on completion of the Registration Form and payment of the non-refundable registration fee. Admission to the School is then subject to the availability of a place and the student meeting all entry requirements applicable at the time as set out in the admissions policy.
- 3.2. An offer of a place for the student is accepted by you completing and returning the signed Acceptance Form and paying the deposit. By signing and returning the Acceptance Form, you agree to abide by and be bound by these terms and conditions and any conditions laid out in the offer letter.
- 3.3. Progression for your child through any stage of the school is dependent on the School being satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances.
- 3.4. The deposit is not refundable if your child does not take up their place at the School. The limited exception to this is where notice is given in accordance with Clause 3.6 below and the School actually fills the specific vacancy created by your child's withdrawal, in which case the School shall refund the deposit 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.
- 3.5. The deposit may be donated, with the agreement of parents, to the School's bursary fund when the student's leaver's bill is raised. The leaver's bill is issued after the end of the student's last term at the School. Alternatively, it will be credited, without the payment of interest, against the student's leaver's bill.
- 3.6. If you do not wish to take up the place at School after submitting the Acceptance Form but **before** the student starts at the School, you must give either a term's notice to that effect. If you provide a term's notice, you will lose the deposit but no further fees will be payable. In the event that you cancel acceptance of a place on giving less than a term's notice, then a term's fees in lieu will be payable and the deposit will be retained.

- 3.7. The School reserves the right to carry out credit reference check of parties responsible for payment of the fees and to require a banker's reference and/or an additional deposit, which will be requested at the rate published in the School's Fee Schedule.
- 3.8. Fees in lieu of notice will not be payable by you in the event that the School withdraws its offer of a place for any reason. Under these circumstances any deposits held would also be repayable in full to you with the exception of the Registration Fee which is, under all circumstances, non-refundable.

**PLEASE READ THIS NEXT SECTION CAREFULLY – it deals with your responsibility to pay the fees and supplemental charges and sets out our rights to increase fees during the course of your child's time at the School.**

#### **4. FEES**

- 4.1. Unless set out in the Fees Schedule or notified to you at any time, the fees include the costs we incur in the usual course of educating your child and, if applicable, facilitating our boarding provision.
- 4.2. Where you have elected to pay the fees "termly" in accordance with Clause 4.3 below, the fees plus any supplemental charges for the preceding term must be paid in full
  - 4.2.1. in relation to the Michaelmas Term no later than the first day of that term;
  - 4.2.2. in relation to the Lent Term no later than the first day of that term; and
  - 4.2.3. in relation to the Summer Term no later than the first day of that term.
- 4.3. Except where you have elected to pay the fees by way of monthly instalments via direct debit, the annual fees are divided into three equal parts and charged termly, regardless of the length of any term. Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you in accordance with Clause 4.2. Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 4.7 below). We may not allow your child to attend the School if you do not pay on time.
- 4.4. Fees are usually reviewed annually and any increase in fees will take effect from the start of a term. In any case, we will try to give at least a term's notice of any increase and will always give you notice of any increase not later than the final day of the preceding term.
- 4.5. Any extra-curricular activities such as private music lessons, residential trips and individual tuition shall be deemed supplemental to items met by the fees and charged for accordingly termly in arrears and must be paid by you in accordance with Clause 4.2 unless where you have elected to pay by monthly direct debit in which case that direct debit will be amended accordingly. In addition, all public examination fees shall be charged as supplemental charges. 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 the Equality Act 2010.
- 4.6. If your child has been awarded a scholarship or bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour and/or your behaviour or conduct or the behaviour or conduct of one of you no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School.
- 4.7. The liability to pay fees is the joint and several liability of each person who has signed the Acceptance Form. This is because our contract applies to both of you together and each of you on your own. Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent. The only exceptions to this are set out in Clause 4.8 below.
- 4.8. A person who has signed the Acceptance Form may be removed from their payment responsibility under this contract by submitting a term's notice but that person must obtain the prior written consent of both the School and the other person who has signed the Acceptance Form before submitting such notice. Otherwise, each of you remains liable to the School for all of the fees and supplemental charges due in accordance with Clause 4.7 above UNLESS AND UNTIL the School (without obligation to do so) has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges.
- 4.9. Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. The School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.
- 4.10. Any costs of clearance of non-sterling payments or overseas cheques will be charged to the parents' accounts.
- 4.11. Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of the student being required to study from home as a result of us providing educational services remotely for whatever reason. If the student takes study leave at home before or during public examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.
- 4.12. All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).
- 4.13. From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:
  - 4.13.1. your identity;
  - 4.13.2. your child's identity;
  - 4.13.3. your child's right to enter, live and study in Gibraltar; and
  - 4.13.4. the source of funds you are using to pay the fees.
- 4.14. You must provide the School with the information and documentation we ask for.

**PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out what rights we have, and what action we may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.**

## **5. UNPAID FEES**

- 5.1. Interest will be charged to you on overdue fees calculated on a daily basis at the rate of 2% per calendar month.
- 5.2. All costs incurred in the collection of unpaid fees or supplemental charges from you including administrative costs and any costs and disbursements paid to third parties acting on behalf of the School shall be recoverable in full.
- 5.3. The School reserves the right to refuse to allow the student to attend the School, withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.
- 5.4. If supplemental charges are not paid we may refuse to allow the student to participate in the relevant extra-curricular activity or sit the relevant public examination/s, while the applicable charge remains unpaid.
- 5.5. We may inform any other school or educational establishment to which you propose to send the student of any outstanding fees or late payment history.

**PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out what period of notice we require from you if you wish to withdraw your child from the School, or remove your child from participating in an activity for which there is a supplemental charge.**

**Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given; referred to as "fees in lieu of notice".**

## **6. TERMINATION BY THE PARENT**

- 6.1. You must give a term's notice in writing if the student is to be withdrawn from the School (unless leaving at the end of the final year) or pay a term's fees in lieu of such notice. For the avoidance of doubt, Y13 (Upper Sixth) is deemed the final year for these purposes. It should be noted in particular that failure to give appropriate notice if it is intended to change school at the end of Year 11 will nonetheless result in a term's fees in lieu of notice being due.
  - 6.1.1. written notice received before the first day of any term expires at the end of that term.
  - 6.1.2. written notice received during any term expires at the end of the next term.
  - 6.1.3. Notice must be given in writing to the Head.
  - 6.1.4. **Notice given verbally, by telephone, by any other means, or to any other person is not proper notice.**
- 6.2. Extra-curricular activities for which there is a supplemental charge will only be discontinued at the end of a term. A term's notice is required by you to terminate an extra-curricular activity for the student or pay a term's fees in lieu.
- 6.3. Fees in lieu of notice shall be charged at the rate applicable to the final term of provision had a term's notice been given.
- 6.4. You may end this contract at any time by notice in writing to the School if:
  - 6.4.1. you have a legal right to end the contract because of something we have done wrong; or
  - 6.4.2. the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- 6.5. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

## **7. POLICIES**

- 7.1. Parents and students are expected to adhere to the policies and related guidelines of the School, some of which are available on the School website. Copies of policies are also available from the School upon request. Policies are subject to amendment and addition from time to time.
- 7.2. The School may undertake drugs and alcohol testing on its students in accordance with the School's Drug and Substance Abuse Policy in place at the time, a copy of which is available on request.

## **8. CHANGE OF STATUS**

- 8.1. The School is not a static organisation and must be responsive in all areas to changes that reflect the needs of its students and the challenges of society. Whilst the student is at the School, there will inevitably be changes, many on a modest scale and occasionally more fundamental.
- 8.2. Our website and prospectus describe the broad principles on which the School is presently run. 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.
- 8.3. Where practicable, we will give you notice of any planned changes that we regard as significant to the student's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you can provide the required term's notice of withdrawal to the School under Clause 6.1

## 9. CHANGES

- 9.1. The student shall comply with the policies laid down by the School, which concern conduct, dress, appearance, etc. Copies of these policies are available on the School's parent intranet or on request. Parents are expected to support the School and ensure the student complies with these policies.
- 9.2. The School will, as far as reasonably practicable, keep parents informed on a regular basis of the student's progress and will notify them if the student is not progressing as well as would reasonably be expected.
- 9.3. The Head will not enter the student for a public examination if the Head, acting reasonably, does not consider it to be in the best interests of the student.
- 9.4. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- 9.5. You must co-operate with the School and School staff in good faith, including by
- 9.5.1. maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract and including in the tone, content, volume and/or nature of your communications with the School);
  - 9.5.2. encouraging your child in his or her studies, and giving appropriate support at home;
  - 9.5.3. keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);
  - 9.5.4. ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to them) are not withheld;
  - 9.5.5. providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and
  - 9.5.6. attending meetings and keeping in touch with the School where your child's interests so require.
- 9.6. The School must be informed as soon as possible in writing of any reason for your child's absence from School. You can do this by contacting your child's tutor in the first instance. Wherever possible the School's prior consent should be sought for absence from the School.
- 9.7. If at any time during your child's time at the School you (or either of you) will be absent from your main residential address for a period of longer than three (3) consecutive school days] then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

## 10. PROPERTY

- 10.1. The School reserves the right to invoice loss of, and damage to, School property as and when it arises.
- 10.2. We shall recognise any intellectual property rights created, generated or owned by or vested in your child

## 11. INSURANCE

- 11.1. The School does not accept any responsibility for students' personal possessions, including laptops. You should make your own arrangements for insurance if you require cover for the student's person or property while at School.
- 11.2. The student will be expected to take part in activities and outings that will inevitably involve a degree of skill and risk and you acknowledge and accept that accidents occasionally happen. Staff will take all reasonable care of students, however cannot be held responsible for any loss or injury arising otherwise than as a result of negligent act or omission by a member of staff acting in the course of their duties to the School.

## 12. TERMINATION BY THE SCHOOL

- 12.1. The Head may in her/his discretion, in consultation with the Chair of the relevant Local Governing Body, require the removal or suspension or, in serious or persistent cases, exclusion of a student from School with immediate effect if:
- 12.1.1. She/he considers that the student's attendance, progress or behaviour (including behaviour outside School) is unsatisfactory and, in the reasonable opinion of the Head the removal is in the School's best interests or the best interests of the student or other students.
  - 12.1.2. The behaviour of either or both parents is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely the student's or other students' progress at School or the well being of School staff or to bring School into disrepute.
- 12.2. The Head, subject to the agreement of the Chair or Vice Chair of Governors on behalf of the Board, in appropriate high risk cases, may require the removal, suspension or, in serious or persistent cases, exclusion, of a student with immediate effect if you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child, such as misrepresenting at any point in time and whether by act, omission or withholding of information on your part that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies, which puts the student, the School, or members of its community at risk of serious harm
- 12.3. Should the Head exercise the rights under clauses 13.1 or 13.2, there will be no refund of fees for the balance of the term in which the required removal or exclusion occurs, though in this instance no charge will be made for a term's fees in lieu of notice. In cases of exclusion, any deposit held will be returned once any outstanding supplemental charges are settled.
- 12.4. The School will act in a way which is fair in all the circumstances when taking these decisions and in accordance with its policies on Discipline and Exclusions. If a parent is unhappy with the decision to suspend or exclude a student, they should use the Complaints Procedure.

**12.5.** In addition to where this contract is terminated automatically as a result of an exclusion or required removal, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

- 12.5.1.** you do not make a payment to us when it is due and you still do not make payment within twenty-eight (28) days of us reminding you that such payment is due;
- 12.5.2.** you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the Gibraltar when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);
- 12.5.3.** you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child
- 12.5.4.** you fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to enter, live and study in the Gibraltar, or the source of funds you are using to pay the fees, as required under Clause 4.13;
- 12.5.5.** you (or either of you):
  - (a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
  - (b) are otherwise unable to pay your debts as they fall due;
  - (c) are the subject of a bankruptcy petition or order; or
  - (d) you enter into an individual voluntary arrangement; or
- 12.5.6.** you otherwise do not comply with (i.e., you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

### **13. STUDENTS' HEALTH**

**13.1.** Parents are required to immediately inform the Head in writing if:

- 13.1.1.** The student contracts any health risk such as an infectious disease or illness, in which case the student must not be allowed to return to School until such time as the health risk has passed. Where it is considered appropriate, the School will try to continue providing education remotely to the student;
- 13.1.2.** Any medical condition is present or develops which requires particular medical or other supervision.

**13.2.** Upon offer of a place, you must complete and return a confidential medical form and must disclose, and keep the School informed, of any health and medical conditions and any special educational needs, disabilities and allergies that the student has or subsequently develops, whether underlying, long term, and short term including any infections. Failure to do so would constitute a breach of this agreement and the School may terminate this agreement under Clause 12.5.

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

### **14. SPECIAL PRECAUTIONS**

**14.1.** You must 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 relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. This would include any court order or undertaking given to a court 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; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.

**14.2.** You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.

### **15. SPECIAL EDUCATIONAL NEEDS and DISABILITIES**

**15.1.** The School provides a range of support for students with learning difficulties or special educational needs. In the event that the student requires additional support and this incurs an additional fee, this will usually be charged to parents, subject always to the requirements of the Equal Opportunities Act 2006.

### **16. EMAIL and INTERNET USE**

**16.1.** Students' use of email and the internet must be in accordance with the School policy. Subject to applicable data protection law, the School reserves the right to intercept, monitor and record the student's telephone, email and messaging communications and internet and WI-FI use and the use of social media.

**PLEASE READ THIS NEXT SECTION CAREFULLY – Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain choices relating to their personal data themselves. Parents' views remain important, but sometimes the law will require us to give more weight to the decision the child makes about his/her own privacy.**

**For most purposes, it will not in fact be necessary or practical for us to obtain consent from you (or your child) for the use we make of your (or your child's) personal data. The law recognises this but also requires that, as far as possible, we set out clearly what these uses will be. Please also see our Privacy Notices which are available on the School's website.**

## **17. CONFIDENTIALITY and DATA PROTECTION**

- 17.1.** The School will process personal data about you and the student in accordance with data protection law, including the Data Protection Act 2018 (as it is amended or superseded) and other related legislation.
- 17.2.** The School's Privacy Notices should be read in conjunction with these terms and conditions. These are available on the School website.
- 17.3.** The School may make use of information relating to you and the student whilst they are at School and after they have left for certain purposes connected with the running of the School including the managing relationships between the School and current students and fulfilling our obligations to you; promoting the School to prospective students/parents', providing references and communicating with the body of former students.
- 17.4.** You must update us of changes to information held, or in circumstances relating to you and/or your child. You must:
  - 17.4.1.** confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or the student that is held by the School; and
  - 17.4.2.** inform the School of any change to you or the student's circumstances (including, where applicable, in connection with the student's entitlement to enter, reside and/or study in Gibraltar), or to information about you or the student that has previously been notified to the School, including relevant contact details.
- 17.5.** Any person who has parental responsibility for the student is entitled to receive certain information about the student from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School will therefore disclose such information as a matter of routine to each such person 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 data protection law).

## **18. FORCE MAJEURE**

- 18.1.** In this agreement "force majeure" shall mean any event beyond either your or our reasonable control including, by way of example, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 18 we shall refer to such events outside of our/your control as an "event".
- 18.2.** If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- 18.3.** If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- 18.4.** Subject to Clause 4.11 (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if the student is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
  - 18.4.1.** in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
  - 18.4.2.** in circumstances where, following the efforts made and steps taken under sub-clause 18.4.1 above, the student is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
  - 18.4.3.** if the event continues to prevent the student wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at School or remotely) for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

## **19. VARIATION**

- 19.1.** The School reserves the right to make changes to these terms and conditions for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. If such changes are necessary we will endeavour to give you at least a term's notice of any variations and will always give you notice of any variations not later than the final day of the preceding term.
- 19.2.** We may transfer our rights and obligations under this contract to another person or organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

## **20. APPLICABLE LAW**

**20.1.** The proper law of this contract shall be that of Gibraltar and the parties shall submit to the jurisdiction of the Gibraltar Courts.

**20.2.** If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.