



King's  
1502



# Terms & Conditions



## A Introduction

- 1 **Terms and Conditions:** These Terms and Conditions reflect the custom and practice of independent schools for many generations and together with the Letter of Offer, including the conditions of award (if applicable), Acceptance Form and 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 each pupil and the stability, forward planning, proper resourcing and development of The King's School in Macclesfield.
- 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 & Notice:** The rules concerning Fees and Notice are of particular importance and are set out at **Sections H & I** below.
- 4 **Managing Change:** The King's School in Macclesfield, 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.
- 5 **Documents referred to:** Before accepting the offer of a place, parents should read the Parents' Handbook, the relevant School Rules, policies and the list of Fees on the School's website ("Fees List"). Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. Please refer to **Section K**.

## B Terminology

- 6 **"The School"/"We"/"Us":** means The Foundation of Sir John Percyvale in Macclesfield of 1502, Re-Founded by King Edward VI in 1552 trading as The King's School in Macclesfield as now or in the future constituted (and any successor). The School is incorporated by Royal Charter and is a registered charity.
- 7 **"School Governors"/"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.
- 8 **"The Head":** means the Head of Foundation as appointed by the School Governors. The Head is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head or of the Governing Body have been delegated.
- 9 **"The Parents"/"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 **clauses 90 & 114**.

- 10 **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 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 welfare and best interests of the child.
- 11 **"The Pupil":** means the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with UK custom.

## C Admission and Entry to the School

- 12 **Registration and Admission:** 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. The admissions requirements are set out in the School's Admissions Policy current at the time and published on the School's website. **"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 this contract.
- 13 **Equality:** The School is a mainstream day school for boys and girls aged from 3–18 years. The School welcomes staff and children from many different ethnic groups, backgrounds and creeds and is designated as a School of religious character. 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, pupils and members of the staff who have disabilities for which, after reasonable adjustments, we can cater adequately.
- 14 **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. If requested, the Acceptance Deposit will be repaid after the Pupil leaves. Requests must be received within a term of the Pupil leaving. The funds retained by the School will be donated to the fund for hardship bursaries. Please also see **clause 78**.
- 15 **Immigration:** The School does not hold a Child Student sponsor licence. The Parents must inform the Head when returning a completed Registration Form or at any other time if their child does not have the right to live and study in the United Kingdom. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to reside in the United Kingdom and to study at this School. Please also see **clause 87**.

## D Pastoral Care

- 16 **Our 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 our School community and the rights and freedoms of others. The Parents agree that the Head has the right to require the Pupil to remain away from the School temporarily at the home of his/her Parents or education guardian:
- pending the outcome of an investigation (please see also **clause 60**); or
  - if the Head considers that the Pupil's presence at the School presents a risk to him/her or to any other pupil.
- 17 **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 Policy is on the website. See also **clause 73**.
- 18 **Pupil's Rights:** The Pupil, if they are of sufficient maturity and understanding, has certain legal rights which 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 both 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.
- 19 **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.
- 20 **Ethos:** The ethos of this School must be such as to foster good relationships between members of the staff, the pupils themselves and between members of the 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 and its staff.
- 21 **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.
- 22 **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 special educational need on the part of the Pupil;
  - any disability, special educational need or any emotional, behavioural and/or social difficulty on the part of the Pupil;
  - any family circumstances, court proceedings 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;
  - 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.
- 23 **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, internet and mobile electronic devices. See the School's relevant policies.
- 24 **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified 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 Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the School Community.
- 25 **Leaving School Premises:** We will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but We do not accept responsibility for the Pupil if they leave School premises in breach of School Rules. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours.
- 26 **Residence During Term Time:** The Pupil is required during Term time and at weekends and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than the Parents or the Pupil's legal guardian or education guardian.
- 27 **Communication with 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 75**.
- 28 **Absence of Parents:** At any time when both the Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for 24-hour contact with the adult who will have the care of the Pupil.
- 29 **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.

- 30 **Photographs or images (including video recordings):** The School may obtain and use photographs or images (including video recordings) of the Pupil for:
- use in the School's promotional material such as the prospectus, its website or its social media;
  - press and media purposes; or
  - educational purposes as part of the curriculum or extra-curricular activities.
- Please see the School's Privacy Notice for more information about how the School uses photographs and videos of pupils. The School may seek specific consent from the Parents before using a photograph or video recording of the Pupil 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.
- 31 **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 write immediately to the Head or the Principal of the relevant division of the School, requesting an acknowledgement of their letter.
- 32 **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 not a pupil at the School and who is duly licensed and insured to drive a vehicle of that type. Please refer to the School's policy on the use of cars by pupils, which is contained in the Parents' Handbook.
- 33 **Pupil's Personal Property:** The Pupil is responsible for the security and safe use of all their personal property including money, mobile electronic devices, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.
- 34 **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.
- 35 **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.

## E Health and Medical Matters

- 36 **Medical Declaration:** 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.
- 37 **Medical care:** The Parents must comply with the School's recommendations which may include a reasonable decision to release the Pupil home or to his/her education guardian when he/she is unwell.
- 38 **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. If the Pupil is of sufficient age and maturity, they are 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.
- 39 **Medical Information:** Throughout the Pupil's time as a member of the School, the School 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.
- 40 **Emergency Medical Treatment:** The Parents authorise the School to consent on their behalf to the Pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents, or second emergency contact, cannot be contacted in time.

## F Educational Matters

- 41 **Our Commitment:** 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 will exercise reasonable care and skill in providing educational services for the Pupil but 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.
- 42 **Organisation of the Curriculum:** We reserve the right to organise the educational services and their delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. These may be delivered online, or by other forms of remote learning. We will endeavour to inform the Parents of significant changes to these services and the reasons for them as soon as practicable. 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 and may take into account management of friendship groups. 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 any other appropriate member of staff, as soon as possible.

- 43 **Progress Reports:** The School shall monitor the Pupil's progress and shall report regularly to Parents by means of assessments and written reports.
- 44 **Relationships and Sex Education:** The Pupil will receive health and life skills education, including relationships and/or sex education, appropriate to their 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, if under the age of 16 years, to take part in some or all of the sex education aspects of the curriculum. The Parents acknowledge that they do not have the right to withdraw the Pupil from classes relating to relationships education.
- 45 **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.
- 46 **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.
- 47 **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 will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 48 **Special Educational Needs:** The School will 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 (SEN). 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.
- 49 **Screening for Special Educational Needs:** 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 special educational need or learning difficulty. A formal assessment can be arranged by the School at the Parents' expense, or by the Parents themselves. The Parents agree to co-operate fully with any investigation of the Pupil's educational needs.
- 50 **Information about Special Educational Needs:** The Parents shall notify the Head when completing the Registration Form, and subsequently in writing, if, at any time, they are aware, or suspect, that the Pupil has a special educational need or 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, the 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.

- 51 **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 Upper Sixth Year). The relevant criteria for progression through the School are set out in the School's Admissions Policy. The Parents will be consulted before the end of the Spring Term in Pre-School, Years 2, 6 and 11 if there appears to be any reason why the Pupil may be refused a place in the next stage of the School. Unless the Pupil will be leaving at the end of Year 13 (the Upper Sixth Year), 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 H) 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.
- 52 **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 and/or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in creation/development of intellectual property.
- 53 **The Pupil's Work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, 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. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. 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 or staff.
- 54 **Consent for Educational Visits:** A variety of educational visits will be provided for the Pupil. The Parents will be provided with relevant information in advance of educational visits. Unless the Parents specifically notify the School in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the Acceptance Form or agreeing to be bound by these Terms and Conditions the Parents consent to the Pupil taking part in all educational visits. These include:
- a. off-site activities involving Pupils aged 5 or under; or
  - b. visits (including overnight or residential stays) which take place during the weekends or school holidays; or
  - c. non-routine, off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day; or
  - d. adventure activities which may take place at any time.

The Parents agree that the Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit.

55 **The Cost of Educational Visits:** The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in **clause 54a to 54d (previous page)**. The cost of such a visit will be payable in advance and may be subject to a separate agreement. All additional costs of special measures (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.

## **G Behaviour and Discipline**

56 **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. The Parents accept that the School's policies, procedures and regime may be subject to change at short notice, if in the opinion of the Head, it is deemed appropriate to do so in the circumstances prevailing at the time.

57 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents will ensure 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.

58 **School Rules:** The applicable School rules are provided to Parents prior to their acceptance of the Pupil's place. The Parents are requested to read these rules carefully with the Pupil before they accept the offer of a place.

59 **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 published on the School website, applies to all pupils at the School and at all times when the Pupil is in or at school including when engaged in online remote learning, 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 the 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.

60 **Investigative Action:** An allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his/her locker or belongings may be searched or confiscated 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.

61 **Procedural Fairness:** Investigation of an allegation, complaint or rumour which could lead to the 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 the Pupil's education guardian of the meeting and its purpose so that they can attend. In the absence of the Parents or an education guardian, the Pupil will be assisted by an appropriate member of the teaching staff.

62 **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.

63 **Drugs & Alcohol:** The Pupil may be given the opportunity to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

64 **Terminology:** The definitions in this clause apply in these Terms and Conditions:

- a. **"Expulsion"** means that the Pupil is required to leave the School permanently in circumstances described in **clause 66**.
- b. **"Removal"** means that the permanent removal of the Pupil from the School is required in circumstances described in **clause 68**.
- c. **"Suspension"** means that the Pupil is sent or released home for a limited period either as a disciplinary sanction or pending the outcome of a Governors' Review.
- d. **"Withdrawal"** has the meaning set out in **clause 77**.

65 **Sanctions:** The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. These 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, Suspension, or alternatively Removal or Expulsion.

66 **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 School discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The procedures to be followed are detailed in the School's Exclusions Policy which is available on the website.

67 **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 any remaining balance of an amount paid under the terms of a Fees in advance agreement 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.

- 68 **Removal in other Circumstances:** The Parents may be required, during or at the end of a Term, to remove the Pupil permanently from the School if, after consultation with the Parents and, if appropriate, the Pupil, the Head is of the opinion that:
- the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or
  - 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
  - one or both of the Parents have treated the School or members of its staff or any member of the School community unreasonably.
- The procedures to be followed are detailed in the School's Exclusions Policy which is available on the website.
- 69 **Fees Following Removal:** If the Pupil is removed or withdrawn in the circumstances described in **clause 68**, the provisions relating to Fees shall be as set out in **clause 67**, save that the Acceptance Deposit will be refunded without interest, less any sums owing to the School.
- 70 **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.
- 71 **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 (but not a decision to suspend the Pupil unless the suspension is for 11 School 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 and set out in the School's Exclusions Policy when he/she informs the Parents of his/her decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.
- 72 **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.
- 73 **Complaints Procedures:** A complaint as described in **clause 17** above which does not involve an Expulsion or Removal of the Pupil must be made in accordance with the School's Complaints Policy which is available on the website.

## H Provisions About Notice

- See also section F "Moving up the School" and section G "Behaviour and Discipline".*
- 74 **"Term":** means the period between and including the first and last days of the relevant School Term.
- 75 **"Notice":** means (unless the contrary is stated in these Terms and Conditions) a **Term's Written Notice** given by:
- both Parents; or
  - one of the Parents with the prior written consent of the other Parent; and
  - 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 signed for by the Head's secretary or the Director of Finance 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.
- 76 **"Cancel" or "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 12** for details of when Entry to the School occurs.
- 77 **"Withdraw" or "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 12** for details of when Entry to the School occurs.
- 78 **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 of the Parents meeting face to face with a member of the School staff between offer and acceptance, the Parents have the right to cancel this contract at any time within 14 days of the day after We receive Your completed and signed Acceptance Form. In such circumstances the Acceptance Deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this contract. Information about the right to cancel and how to cancel is set out in the School's Cancellation Notice and Form included with the Letter of Offer.
- 79 **"Fees in lieu of Notice":** means Fees at the full rate applicable for the next Term following termination by the Parents on less than one full Term's Notice or if the Pupil is excluded for more than 28 days for non-payment of Fees as set out in **clause 93**. Fees in Lieu of Notice is not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability at the School and to enable it to plan its staffing and other resources.
- 80 **A "Term's Written Notice":** means Notice given before the first day of a Term and expiring at the end of that Term.

- 81 **Termination by the Parents:** Except when the Pupil is to leave at the end of Year 13 (Upper Sixth Year) **clause 84** applies, if the Parents wish to Withdraw the Pupil or Cancel and terminate this contract at any time after the expiry of the 14-day cancellation period described in **clause 78**, if applicable, they shall do so either by:
- providing at least one Term's Written Notice; or
  - paying one Term's Fees in lieu of Notice.
- 82 **Other Notice Requirements:** The requirements in **clause 81** shall also apply if, 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.
- 83 **Provisional notice:** is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Head personally or the Director of Finance on the Head's behalf.
- 84 **Cancelling a place offered in the Term before Entry:** Except where **clause 78** applies, if the offer of a place is made within a Term of Entry, the Parents may Cancel and terminate this contract by notifying the School in writing at any time before Entry but they shall pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt.
- 85 **Prior Consultation:** It is expected that the Parents, or duly authorised education guardian, will in every case consult personally with the Head or with the Head's authorised Deputy before Notice is given by the Parents.
- 86 **Discontinuing Extra Tuition:** A Term's Written Notice is required to discontinue any extra tuition or a Term's Fees for the extra tuition will be immediately payable.
- 87 **Termination by the School:** The School may terminate this contract:
- on one Term's notice in writing sent by ordinary post. The School will not terminate the contract without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees; or
  - on reasonable notice if, in the professional opinion of the Head, the School is unable to provide all or a significant proportion of the educational services to the Pupil; or
  - immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.

## I Fees

- 88 **"Fees":** where used in these Terms and Conditions may include alone or in combination any of the Registration Fee; the Acceptance Deposit; tuition fees; fees for extra tuition; other extras such as school meals, after-school care 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. Separate arrangements with independent contractors are made for fees for instrumental music tuition and coach travel to and from school.

- 89 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term in respect of each School year 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. 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.
- 90 **Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent) 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 Director of Finance. The School reserves the right to refuse a payment from a third party.
- 91 **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.
- 92 **Refund/Waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this contract to make a refund or reduction, 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.

This 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. See also **Section J** for information about events beyond the control of the parties.

- 93 **Exclusion for Non-Payment:** The School reserves the right to exclude the Pupil on 10 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.
- 94 **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 0.5% per month accruing on a daily basis. 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.

- 95 **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 94** above.
- 96 **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.
- 97 **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.
- 98 **Fees in Advance 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.
- 99 **Bursaries & Scholarships:** Every bursary, scholarship or other award or concession is a discretionary privilege, subject to high standards of attendance, participation, diligence and behaviour on the Pupil's part and to the Parents treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to the Parents at the time of offer. A copy of the School's Bursary Policy is available from the School on written request.
- 100 **Fees Increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase, they may give to the School written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit will be refunded without interest, less any sums owing to the School.
- 101 **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.
- 102 **Identity of Fees payer:** From time to time the School may need to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

## J Events beyond the control of the Parties

- 103 **Force Majeure:** An event beyond the reasonable control of the School or the Parents is as a "Force Majeure Event" and shall include such events as:
- an act of God, fire, flood, drought, earthquake, or other natural disaster;
  - war, riot, civil unrest, act of terrorism, strikes, industrial disputes;
  - subject to **clause 104**, outbreak of epidemic or pandemic of disease;
  - failure of utility service or transportation.
- Provided always that the inability of either party to pay any amount required under this contract shall not be a Force Majeure Event.
- 104 **Epidemic or pandemic:** The parties acknowledge that the circumstances of the Covid-19 coronavirus pandemic or future similar circumstances may affect the nature of the educational provision of the School during the 2020/21 Academic Year and thereafter. For the avoidance of doubt, any reasonable modifications to the educational provision made by the School in order to meet legal obligations, comply with government guidance and to protect the health safety and well-being of staff or pupils shall not affect the obligation of the Parents to pay the Fees in accordance with this contract.
- 105 **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 (the "Affected Party") shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 106 **Continued Force Majeure:** The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event continues for a period greater than 90 days from the date of notification, the Affected Party shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 107 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days from the date of notification, the party in receipt of notification under **clause 105** may terminate this contract by providing at least three working days' notice in writing to the other party.

## K General Contractual Matters

- 108 **Data Protection:** The School has a Privacy Notice which explains how the School will use the Parent's and the Pupil's personal data. This Privacy Notice is published on the School's website. The Parents must read the 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.
- 109 **Biometric Information:** In the future, the School may seek the Parents' consent to the School obtaining and using the Pupil's biometric information as part of an automated biometric recognition system using a consent form. Details of the type of biometric information to be obtained and used and the Parents' and the Pupils' rights to withdraw will be provided at such time.

- 110 **Change:** This School, as any other, is likely to undergo a number of changes during the period of this contract. For example, there may be changes in the staff, in the premises and their location, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations, 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 contract may be freely assigned to another party at the discretion of the School.
- 111 **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.
- 112 **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
  - or a change of ownership of the School, where such changes are not temporary.
- 113 **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 and 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 contract they should seek specific written confirmation from the School that the information is accurate before returning a completed acceptance form.
- 114 **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.
- 115 **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 the Terms and Conditions. Any examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
- 116 **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 non-exclusive jurisdiction of the Courts of England and Wales.

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