



Felsted

## **Felsted School Parent Agreement**

Dated September 2021

## Introduction

We recognise the importance of your decision to send your child to Felsted School, and we take our obligations very seriously. These are the terms and conditions on which we provide educational services. We are committed to high standards of teaching and care and we welcome parental contact. You will be provided with information as to how to do this so that any problems can be effectively discussed at an early stage.

## Contract Terms

This is a legally binding agreement between you, the parent(s) or guardian(s) accepting a place for your child, and us, Felsted School. Please read these terms carefully before you accept our offer of a place at the School for the Pupil.

These terms tell you who we are and how and on what basis the School will provide educational services. We have tried to put it in plain English but if anything is not clear you should ask for an explanation or take advice before you sign it. The male pronoun is used throughout simply for convenience and should be read to include the female pronoun or any other pronoun the Pupil may use.

## 1 Definitions

In this agreement, some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

'*contract*' has the meaning given in clause 1(b) below.

'*deposit*' means the amount set out and referred to as the deposit in the Final Confirmation of Entry Form;

'*expulsion*' means the permanent exclusion of the Pupil from the School by the Head as a disciplinary sanction;

'*fees*' means the fees in accordance with the School's tariff and unless set out in the School's tariff 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;

'*Final Confirmation of Entry Form*' means the form provided by the School for parents to complete when confirming a place for their child at the School;

'*Governor*', '*Governors*' and '*Governing Body*' means a governor, governors and the governing body of the School;

'*Head*' means the person appointed by the governors or the person who is acting as or in the place of the Head from time to time to be responsible for (or to share the responsibility for) the day-to-day running of the School (including anyone to whom such duties have been delegated including the Head of the Senior School and the Head of the Preparatory School (the latter also being the Head of the Pre-Preparatory Department));

'*one term's fees*' means the full fees for the term without taking account of any scholarship, exhibition, bursary or other award or concession;

'*Pupil*' means the child for whom the place has been accepted;

'*removal*' means a requirement by the Head that you remove the Pupil from the School permanently;

'*School*' or '*we*' means the legal entity carrying on as the School as identified in clause 1(a) below;

'*School Rules*' means the rules of the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the then current version of the rules is provided to each child and is sent to parents with the Induction Pack. The School Rules form part of this contract as stated in clause 1(b) below;

'*School's tariff*' means the note of the School's prevailing fees notified to you from time to time, a copy of which remains available on the School's website and from the School at any time upon request;

'*supplemental charges*' means any items charged to you that are supplemental to the fees. By way of example, this includes any extra-curricular activities (such as private music lessons, trips and visits), cost of damage to School property or property of other people, and all public examination charges. Additional charges incurred by the School in making specialist provision for the Pupil, for example in relation to special educational needs, may also be charged as supplemental to the fees.

'*temporary exclusion*' means a requirement that the Pupil leaves the School for a temporary and/or fixed period either as a disciplinary sanction or pending an investigation or decision as to the Pupil's future at the School.

'*terms and conditions*' means these terms and conditions as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School;

'*term's notice*' means written notice given not later than the first day of the term before the term to which the notice relates;

'*you*' or the '*parents*' means each person who has signed the Final Confirmation of Entry Form as person with parental responsibility for the Pupil, or a person who with the School's express written consent replaces a person who has signed the Final Confirmation of Entry Form.

1a) We are Felsted School, registered charity number 310870, whose single trustee is Felsted School Trustee Limited, a company registered in England and Wales with company registration number 03548755. The registered office is at Felsted School, Felsted, Dunmow, Essex, CM6 3LL. Our registered VAT number is 104 0259 24.

1b) The Final Confirmation of Entry Form, the School's tariff, the School Rules 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.

## 2 School Policies and Prospectus

2.1 Copies of all policies may be obtained from the Bursar on request and copies of key policies are available on the School website. Policies may be changed at any time at the discretion of the Head and/or the Governing Body and, when changes are made to a policy, the updated version of the policy is uploaded on the School website.

2.2 The School's prospectus and other publicity materials (including the School website) do not form part of this agreement and do not constitute any representation on which you should rely. Our prospectus describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspect of the School, including the curriculum, the length of the school day or term, or the manner of providing education for the Pupil (including by providing such education remotely whilst your child remains at home, for example, where the School is required to close the School premises).

## 3 Parties to this Agreement, Jurisdiction and Governing Law

3.1 This contract is made between you and the School. The Pupil is not a party to it. It is not intended that the terms of this contract shall be enforceable by the Pupil or by any other third party.

3.2 This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including disputes or claims relating to non-contractual obligations) shall be governed by and construed in accordance with the law of England and Wales. You and the School irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim which arises out of or in connection with this contract or its subject matter or formation (including disputes or claims relating to non-contractual obligations).

3.3 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.

## 4 The School's obligations

4.1 Subject to these terms and conditions, the School will accept the Pupil as a pupil of the School from the time of joining until the end of his or her schooling.

4.2 While the Pupil remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. The obligation will apply during school hours and at other times when the Pupil is permitted to be on School premises or is participating in activities organised by the School. We cannot accept any responsibility for the welfare of the Pupil while off the School premises unless he or she is taking part in a school activity or is otherwise under the direct supervision of a member of School staff. The School shall adhere to and comply with the National Minimum Standards for Boarding Schools (applicable from time to time) published under the Children Act 1989 (as amended or superseded), the Education (Independent School Standards) Regulations 2014 (as amended or superseded), and the Early Years Foundation Stage Statutory Framework (applicable from time to time).

4.3 The School will report regularly to you on the progress made by the

Pupil and will consult with you as and when appropriate, 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, the Data Protection Act 2018 (as amended or superseded)).

- 4.4 The School will do what is reasonable to respect and preserve the individual rights and freedoms of the Pupil, taking into account the need to balance this against the needs of the School community. Those rights may include the legal right for the Pupil to give or withhold consent in particular circumstances, including legal rights to confidentiality. Where those rights conflict with any obligation that the School may have to you, the School will be governed by its overriding obligation to act in the best interests of the Pupil.
- 4.5 Unless you notify us to the contrary in writing, you consent to the Pupil participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- 4.6 If the Pupil requires urgent medical attention while under the School's care, we will if reasonably practicable attempt 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 in writing that you object to blood transfusions).
- 4.7 Religious observance at the School will be conducted in accordance with the School's Worship Policy, a copy of which is on the School's website.

## 5 Powers of the School

- 5.1 This is an agreement for the provision of education for the Pupil.
- 5.2 The Head has the overall responsibility for running the School and for the welfare of all pupils. Subject to the overriding direction of the Governing Body and to the terms of this contract, the Head has complete discretion and the Head's decisions are binding.
- 5.3 The Head and/or the Governing Body may change the general arrangements for pupils and the education and other provision made for them as they see fit to take account of changing circumstances and the needs of the School. Where practicable, we will endeavour to give you notice of any changes that we regard as significant to the Pupil'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 the Pupil from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under clause 9.
- 5.4 The School reserves the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.
- 5.5 The School is entitled to:
  - 5.5.1 determine the curriculum of the School generally and for the Pupil specifically;
  - 5.5.2 determine the subjects and examination options for the Pupil in consultation with you;
  - 5.5.3 determine the facilities to be provided;
  - 5.5.4 determine the composition and size of teaching groups;
  - 5.5.5 determine the house, phase and teaching sets into which the Pupil is admitted;
  - 5.5.6 act at all times as it considers appropriate in the best interests of the Pupil. The welfare of the Pupil is paramount and the School may override your wishes where we think it appropriate to do so;
  - 5.5.7 arrange and authorise both routine and emergency medical assessment and care;
  - 5.5.8 set and enforce regulations relating to the behaviour of pupils;
  - 5.5.9 set and modify policies and procedures at the discretion of the Head and/or Governing Body;
  - 5.5.10 require a boarding Pupil to attend as a day pupil where there are pastoral or behavioural concerns that in the reasonable opinion of the Head may affect the well-being of the Pupil or others; and
  - 5.5.11 consider the needs and entitlements of individual pupils in the context of its responsibility to other pupils, its staff and the

community generally.

## 6 Parents' Obligations and Liability

- 6.1 Each of you who has signed the Final Confirmation of Entry Form accepts full responsibility under it. That means that:
  - 6.1.1 each person is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because this contract applies to both of you together and each of you on your own. In practice what this means is that if fees or supplemental charges have not been paid to the School, the School can seek payment of the full amount outstanding from either parent.
  - 6.1.2 We are under no obligation to accept payment of fees by a third party. A person who signs the Final Confirmation of Entry 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 any other person who has signed the Final Confirmation of Entry Form before submitting such notice. Otherwise, each of you remain liable to the School for all the fees and supplemental charges due to the School under this contract *unless and until* the School expressly agrees in writing with each of you to look exclusively to any other person for payment of the fees or other sums due.
- 6.2 You shall co-operate with the School and School staff in good faith, and including in particular by:
  - 6.2.1 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);
  - 6.2.2 encouraging the Pupil in his or her studies, and giving appropriate support at home;
  - 6.2.3 keeping the School up-to-date and informed of matters which affect or may affect the Pupil (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for the Pupil);
  - 6.2.4 ensuring that all details or other information notified or otherwise disclosed to the School about you and/or the Pupil are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
  - 6.2.5 providing cooperation and assistance to the School so that the Pupil can participate in, and benefit from, the School's provision of education (including where the School may wish/need to provide such education remotely);
  - 6.2.6 working in partnership with the School in the best interests of the Pupil;
  - 6.2.7 supporting and promoting the aims and ethos of the School;
  - 6.2.8 supporting the School in maintaining good standards of behaviour and conduct, including co-operation with all reasonable requests that you receive from the School during its investigation of any disciplinary allegations relating to the Pupil or any other pupil who attends or has attended the School;
  - 6.2.9 ensuring that the Pupil attends punctually throughout the published dates of each term and complies with the School Rules concerning the Pupil's appearance;
  - 6.2.10 attending meetings and keeping in touch with the School where the Pupil's interests so require; and
  - 6.2.11 ensuring that the Pupil, if they are a boarding Pupil, attends all the required events throughout the year.
- 6.3 You will provide the following relevant information and appropriate documentation to the School as soon as possible, both on application for a place and subsequently as such information becomes available. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same:
  - 6.3.1 any medical condition, health problem, or allergy that the Pupil has or subsequently develops, whether long-term or short-term, including any infections;
  - 6.3.2 any factor that makes the Pupil unable to take part fully or at all in games, PE or sporting activities (supported by appropriate medical evidence);
  - 6.3.3 any special educational need(s) or disability that the Pupil has or subsequently develops;
  - 6.3.4 any situations where special arrangements may be needed in relation to the Pupil, including in relation to their education or

welfare;

- 6.3.5 at any time prior to or during the Pupil's time at the School, if any court order is put in place or an undertaking is given or a court in respect of (or relating to) the Pupil's attendance at the School (including its premises) and/or the School's provision of education to the Pupil. This would include any court order or undertaking given to a court which may deal with or impact upon in any way:
- (i) the Pupil's living and/or contact arrangements;
  - (ii) the Pupil's education, welfare and/or upbringing;
  - (iii) the payment of fees and/or supplemental charges; and/or
  - (iv) your exercise of parental responsibility for the Pupil.
- In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary;
- 6.3.6 any change of circumstance or health problems that may be relevant to the way the School looks after the Pupil; and evidence that the Pupil has received all standard vaccinations as provided by the NHS applicable to the UK and relevant overseas travel.
- 6.4 If you withhold from us or otherwise misrepresent to us information of the nature in clause 6.3, please be aware that this may result in us exercising our right to end this contract under clause 9.8 below.
- 6.5 You acknowledge and agree that, prior to and during the Pupil's time at the School, the School is entitled to assume you have consulted with each other so far as decisions regarding the Pupil is concerned. Accordingly, subject to clause 9.1, you (and each of you) accept that the School is entitled to treat any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and any communication from the School to one of you as having been given to both of you.
- 6.6 You will bring to the Head's attention as soon as practicable any concerns you have about the Pupil or about the way the School is dealing with the Pupil. Complaints should be made in accordance with the complaints procedure, a copy of which is on the School's website, or is otherwise available from the School at any time upon request.
- 6.7 You will inform the School promptly of any change to your contact details and provide appropriate contact details of a responsible person in the United Kingdom authorised to act on your behalf if you are away from the United Kingdom at any time during a school term.
- 6.8 With the exception of where the Pupil is aged 16 years or over, if you are resident outside the United Kingdom you must appoint an education guardian in the United Kingdom who has been given legal authority to act on your behalf in all respects and to whom the School can apply for authorities when necessary. Detailed requirements in this respect, and education guardian requirements in respect of pupils aged 16 years or over and whose parents reside outside the EEA, are set out in the annex to this contract .
- 6.9 The Head must be informed in writing of any reason for the Pupil's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- 6.10 If the School so requires due to a health risk either presented by the Pupil to others or presented to the Pupil by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep the Pupil at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing education to the Pupil remotely during such period (including, for example, by sending you/the Pupil work assignments electronically or by post).
- 6.11 You confirm that the Pupil has the right to enter, live and study in the United Kingdom and if you require the School to sponsor the Pupil as a condition of his/her entry into the United Kingdom, such requirement has previously been notified to the School.
- 6.12 You must:
- 6.12.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or the Pupil that is held by the School; and
  - 6.12.2 inform the School of any change to your or the Pupil's circumstances (including, where applicable, in connection with the Pupil's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to)

you or the Pupil that has previously been notified to the School, including relevant contact details.

## **7 Admission, the deposit and progress through the School**

### **Admission**

- 7.1 Pupils 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 and entry will be subject to the availability of a place and the Pupil satisfying the admission requirements at the time of proposed entry (see clause 7.8 regarding particular requirements for admission to the sixth form).

### **Deposit**

- 7.2 Details of current deposit arrangements are set out in these clauses 7.2-7.4 and in the School's tariff. In respect of pupils' resident overseas a deposit of approximately one term's fees will be charged.
- 7.3 The deposit is not normally refundable if a child does not take up a place at the School. The limited exception to this is where 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 these 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.
- 7.4 An offer of a place for your child at the School is accepted by your submitting the completed Final Confirmation of Entry Form and paying the deposit.
- 7.5 The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.
- 7.6 Where an offer of a place for the Pupil to enter the Senior School is accepted, you shall pay a further sum equivalent to the difference between the deposit already paid and the deposit payable for the secondary school to accept the place.

### **Progress through the school**

- 7.7 It is assumed that the Pupil will, subject to conduct and academic attainment, progress through the School from the date of admission and complete the upper sixth year. If that is not your intention then a term's notice must be given in accordance with clause 9.2, including at transition stages. Accordingly, if you wish to withdraw the Pupil before entry into the sixth form you must give a clear term's written notice of termination or pay a term's fees in lieu of notice.
- 7.8 The Pupil will be expected to meet the appropriate academic standard as determined by the School from time to time measured by test results, internal exam results, class work and external exam results to move through the following stages of the School:
- 7.8.1 from Year 2 into Year 3
  - 7.8.2 from Year 6 into Year 7
  - 7.8.3 from Year 8 into Year 9
  - 7.8.4 from Year 11 into Year 12
  - 7.8.5 from Year 12 into Year 13.
- 7.9 The academic standard required for progression may be amended by the School at the School's sole discretion. Any such amendment will be communicated to you as soon as reasonably possible.
- 7.10 Admission or transfer to the sixth form is dependent upon the criteria that the School publishes on its website. The School is entitled to make amendments to these criteria on an annual basis. You are entitled to ask for a copy of the current criteria from the School's Bursar.
- 7.11 If a Pupil in Year 11 meets the criteria in 7.8 he will, save in exceptional circumstances notified by the School, automatically continue into the sixth form. You will be advised before the end of the Spring Term in the Pupil's Year 11 of our predictions for GCSE results if we consider that there is a significant doubt that the Pupil will meet those required criteria. Offers to external applicants to the sixth form are subject to clause 7.8 and conditional offers will lapse unless the applicant Pupil's original GCSE or other relevant qualification certification is produced to the school prior to the proposed term of admission. Because GCSE results are made known only shortly before the start of the academic year, it will not be possible to give advance notice of any decision not to allow the Pupil to transfer or to be admitted into the sixth form when this is based on academic criteria.

## 8 Fees

- 8.1 The annual fees are divided into three equal parts and charges termly, regardless of the length of any term. Each term's fees are charged separately and the fees payable in respect of each term shall fall due for payment by you on the first day of the term. 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 6.1.2 above). The fees must be paid in full on or before the first day of the term to which the invoice relates. The accepted payment methods are advised on the relevant fee invoice and are also available on the School website.
- 8.2 If you query any item on the invoice, the balance must be paid. Any part payment will be treated as a payment on account and interest will be payable on any balance due.
- 8.3 Payments by cheque are not considered as monies received until cleared.
- 8.4 If fees are not paid on time, and/or there is persistent failure by you to pay the fees on time, we may refuse to allow the Pupil to attend the School (including accessing educational provision remotely) or to withhold any references while the fees remain unpaid. We will give you three days' written notice of our intention to suspend the Pupil for non-payment. If fees remain unpaid for a further 28 days the Pupil will be treated as having been permanently withdrawn by you without notice and a term's fees in lieu of notice will then be due in addition to the outstanding fees. We will not be obliged to provide educational services to the Pupil during any period the Pupil does not attend school (including remotely) for non-payment of fees.
- 8.5 Fees, although payable by equal termly amounts, are calculated on an annual basis. There will be no reduction or waiver of fees as a result of absence due to illness or otherwise, or as a result of the Pupil being required to study at home as a result of us providing educational services remotely for whatever reason. If the Pupil 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 such periods spent at home. No reduction of fees will be made for enforced temporary closure of the School or if the start or finish date of a school term is changed.
- 8.6 Charges for extra services or items supplied by the School in addition to the fees ('supplemental charges') must be paid in advance where these can be calculated. A clear term's notice must be given if you want to stop any optional provision, otherwise you remain liable for a term's charge in lieu for that optional provision. We may refuse to allow the Pupil to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.
- 8.7 If the School terminates this contract in accordance with clause 9:
- 8.7.1 the deposit will be returned without interest and less any outstanding fees; and
- 8.7.2 fees due for the term in which the Pupil leaves remain payable in full.
- 8.8 If you do not make any payment to the School by the due date for payment, we may charge interest to you on the overdue amount at the rate of 5% a year above base rate. Unless we tell you otherwise in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the interest together with the overdue amount.
- 8.9 Unless we expressly agree otherwise in writing with you, you will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs, i.e. costs that would be allowable by the courts if judgment was made in the School's favour).
- 8.10 Fees are reviewed annually and are subject to increase. We shall try to give at least a term's notice of any increase and will always give you notice of any such increase not later than the final day of the preceding term. If we give less than a full term's notice of an increase greater than 8%, you will be entitled to withdraw the Pupil from the start of the following term without giving a term's notice and will not be liable for fees in lieu of notice provided that we receive your written notice of withdrawal within 21 days of our

giving notice of that increase.

- 8.11 Any agreement we may enter into with a third party for the payment of fees does not release you from your liability for those fees and we cannot be required to pursue a claim for fees against a third party.
- 8.12 An agreement by the School to accept payment of fees by instalments is concessionary and will be subject to separate agreement/s between you and the School. Where there are inconsistencies between these terms and conditions and those of any such agreement or invoice issued by the School to you (as applicable) the terms and conditions of the supplemental agreement or the invoice shall prevail.
- 8.13 If the Pupil has been awarded a scholarship / bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. Each and any scholarship and bursary awarded to any Pupil is subject to published eligibility criteria in the School's Scholarship Policy and Bursary Policy and high standards of behaviour, attendance and work are required. An award may be withdrawn in accordance with the terms upon which such award is made and/or if, in the opinion of the Head, the Pupil's attendance, progress and/or behaviour no longer merits continuation of the award. The specific terms of a scholarship or bursary are set out in the relevant offer letter to parents. 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.
- 8.14 The School is mindful of its duties relating to money laundering and may require further information from you and / or a third party payer in order to know with whom it transacts. By way of example, the School may need to discuss the source of any funds you or the payer wish to use. Additional security may be merited where you fall within a certain category, such as a Politically Exposed Person. You agree to cooperate with the School in relation to any such checks as deemed necessary by the School. For further information, please see our anti-money laundering policy.
- 8.15 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 in respect of one child to the unpaid account of any other child of yours at the School.

## 9 Termination of this Agreement

### Termination by you:

- 9.1 A notice of withdrawal under this contract (i.e. under Clauses 8.6, 8.10, 8.13, 9.2, 9.3 and 9.4) must be in writing and signed by each of you as the holders of parental responsibility for the Pupil (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).
- 9.2 If you wish to withdraw the Pupil from the School, you must give the School either at least one clear term's notice in writing or pay to the School one term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. This means that if, for example, you wish to withdraw the Pupil with effect from the start of the autumn term (i.e. at the start of an academic year) then you would need to tell us in writing that you wish to withdraw the Pupil on or before the first day of the preceding summer term.
- 9.3 Subject to Clause 20 (where you have the right to cancel this contract), if you wish to withdraw your acceptance of a place AFTER submitting the Final Confirmation of Entry Form and paying the deposit but BEFORE the Pupil starts at the School you must give us written notice before the first day of the term immediately preceding the term in which the Pupil was due to start. This means that if, for example, the Pupil is due to start at the School in September at the start of an academic year then you would need to tell us in writing that you wish to withdraw your acceptance of a place on or before the first day of the preceding summer term (i.e. the final term of the previous academic year). If you provide that period of notice, you will lose the deposit but no further fees will be payable. If you do not provide us with such notice, a full term's fees shall be payable by you in lieu of notice and shall become due and owing to the School as a debt.
- 9.4 The School cannot guarantee the availability of places for pupils who wish to switch from boarding to day status or vice versa, and

any such switch in status will take place subject to the discretion of the Head. If you wish to make any changes to the boarding/day status of the Pupil's place at the School, for example from a boarding to a day place, or from a full to a weekly boarding place, you shall either give a term's notice or shall pay to the School the difference between the relevant fees in lieu of notice, at such a rate as would have been charged for the final term of provision if a term's notice had been given.

- 9.5 Withdrawal part-way through a term does not reduce the amount you owe to the School. It is not possible for you to reduce the amount of fees or other sums due to the School, or to obtain a refund of any sums paid, by withdrawing your child or by your child ceasing to participate in an activity part-way through a term.
- 9.6 Written notice will only be effective if received and acknowledged in writing by the Head within seven days of receipt. You must contact the School promptly if no such acknowledgement is received. We expect you to consult with the Head before giving notice to withdraw the Pupil.
- 9.7 If the Pupil withdraws from the School, that action will be treated as withdrawal by you.
- 9.8 For the purpose of giving notice terms are deemed to commence on 1st September, 1st January and the first day of the summer term as published in the School calendar in each year. Thus, for example, a clear term's notice to take effect on 1st January must be received before 1st September in the previous year.
- 9.9 You may end this contract at any time by notice in writing to the School if:
- 9.9.1 You have a legal right to end the contract because the School has failed to comply with its obligations under this contract; or
- 9.9.2 The School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

#### **Termination by the School:**

- 9.10 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, if:
- 9.10.1 you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
- 9.10.2 the Pupil is expelled from the School;
- 9.10.3 you are required to remove the Pupil from the School, including circumstances where you (as opposed to the Pupil) act in such a way as to give the Head cause to require you to remove the Pupil from the School under clause 9.8.7 – 9.8.9 of this contract;
- 9.10.4 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or withhold important information from us, about you and/or the Pupil or that is relevant to the provision of education by the School to the Pupil (such as misrepresenting whether by act, omission or withholding of information on your part that you and/or the Pupil is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/the Pupil is not or any information about the Pupil's health, medical condition, special educational needs, disability or allergies);
- 9.10.5 you fail or refuse to complete and submit to the School a medical questionnaire in respect of the Pupil and/or you fail or refuse to complete and submit a parental absence form;
- 9.10.6 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) enter into an individual voluntary arrangement.
- 9.10.7 the Head considers that your behaviour or conduct (or the behaviour or conduct of one of you) is unreasonable; and/or adversely affects (or is likely to adversely affect) the Pupil's or other children's progress at the School, or the well-being of staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract;
- 9.10.8 in the Head's reasonable opinion you have behaved unreasonably towards any member of the School staff; or

9.10.9 in the Head's reasonable opinion you have, or the Pupil has, acted in a manner that has brought, or is likely to bring, the School into disrepute.

- 9.11 For the avoidance of doubt, this contract shall end on the settlement of the School's final invoice or the end of the Pupil's schooling, whichever is later.
- 9.12 Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.

#### **10 Special Educational Needs and Disability**

- 10.1 You must inform the School of any situations where any special arrangements may be needed in relation to the Pupil. We shall advise you if we have any concern about the Pupil's progress but we do not undertake to diagnose dyslexia or other conditions.
- 10.2 Any formal assessment or diagnosis that may be required by the School at its sole discretion must be obtained at your expense. If you refuse to permit or pay for any such formal assessment or diagnosis, the Head may require you to remove the Pupil in which case no notice or fees in lieu of notice will be required.
- 10.3 Any additional provision that is required to identify or meet particular needs over and above that which is provided generally for the benefit of pupils, and in particular any one-to-one tuition will, subject to clause 10.5, be charged additionally to the fees. If the School has entered a contract with a third party to make such additional provision, and you withdraw the Pupil from the School midway through an academic year, the School reserves the right to charge you for the cost of that provision up to the earliest date on which the said contract can be terminated after you have given notice of withdrawal.
- 10.4 If the Head reasonably concludes after consultation with you that the School cannot provide adequately for the Pupil's needs, you may be required to remove the Pupil in which case no notice or fees in lieu of notice will be required.
- 10.5 The School will take such steps and make such reasonable adjustments as may be required by law to make provision for any disability that the Pupil may have.

#### **11 Investigation, Temporary exclusion, Removal and Expulsion**

- 11.1 The Head is entitled to take all steps that he considers necessary to investigate any behavioural incident or allegation involving the Pupil including:
- 11.1.1 the right to search the Pupil's person;
- 11.1.2 the right to search any property belonging to the pupil, including telephone, tablet and computer devices storing data online and in any other media, or accommodation occupied by, the Pupil.
- 11.1.3 the right to require the Pupil to undergo appropriate tests for drugs and alcohol including the right to require samples for analysis. Any refusal by the Pupil to allow a search to take place or to undergo such tests may be treated as an independent breach of the School Rules and dealt with accordingly and inferences drawn;
- 11.1.4 during the course of any investigation it may be necessary to take statements from the Pupil without informing you beforehand.
- Any searches will be carried out lawfully and in accordance with any statutory and/or non-statutory guidance issued by the Department for Education.
- 11.2 The Head may at any time temporarily exclude the Pupil if in his opinion it is reasonable so to do. Unless circumstances make it impracticable, the Head will consult with you before doing so and will consult with you regarding any extension of the initial temporary exclusion. The Head will review any temporary exclusion that is for an indefinite period every seven days.
- 11.3 In accordance with the accepted practice in independent schools, the Head may in his or her discretion, after consultation with you, require the removal of the Pupil if any of the following circumstances apply: the Head considers that the Pupil's attendance, progress, conduct or behaviour (including behaviour or conduct outside school) is or has been unsatisfactory; or the Head considers that it is not in the School's best interests or those of the Pupil or other pupils that the Pupil remains at the School.
- 11.4 If in the reasonable opinion of the Head and on the balance of probabilities the Pupil has been guilty of gross misconduct, namely

a serious breach of school discipline as set out in the School policies or a serious criminal offence, the Head may expel the Pupil. The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion for a lesser offence or for a series of minor offences is justified. All aspects of the Pupil's record at the School may be taken into account.

11.5 The Head will not expel or require the removal of the Pupil without consulting you and giving you and the Pupil a reasonable opportunity to know the grounds on which such action is proposed and an opportunity to be heard as to why that action should not be taken. You are entitled to have any decision regarding expulsion or a required removal taken by the School and/or Head under this clause 11 reviewed. Any such review shall be subject to a governor review in accordance with the Permanent Exclusion (Expulsion) or Required Removal Appeal Procedure. The decision will be effective unless and until the review directs that the Pupil be reinstated.

11.6 The Head's consultation with you under this clause 11 may be informal and the requirement to consult will be satisfied if steps have been taken to inform you of the relevant circumstances and you have been given an opportunity to comment. Failure to consult in advance of action by the Head will not invalidate such action if in taking such action you and the Pupil have in substance been dealt with in a fair manner.

## 12 Boarding

12.1 You and the Pupil will comply at all times with any school policy made in relation to boarding.

## 13 How we may use personal information: references, confidentiality and data protection

13.1 We may supply information and a reference in respect of the Pupil to any educational institution which you propose the Pupil may attend or, where applicable, to any prospective employer. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to the Pupil is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are, or the Pupil is, alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

13.2 We will need to use information relating to the Pupil, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and video recordings, both whilst the Pupil is at the School and after he/she has left for the purposes of (i) promoting the School to prospective pupils/parents, publicising the School's activities, and communicating with the School community and the body of former pupils; and (ii) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees. In respect of (ii), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

13.3 The School shall disclose certain information about the Pupil from the School (including school reports, correspondence and other materials relating to progress, development and/or education generally information as a matter of course to) you UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the General Data Protection Regulation and the Data Protection Act 2018 (as amended or superseded)).

13.4 The School will process personal data about you and the Pupil in accordance with data protection law, including the Data Protection Act 2018 (as is amended or superseded), and other related legislation. We will process such personal data:

13.4.1 as set out in this clause 13, and in the School's Data Protection policy and Privacy Notices which are available on the School's website as may be amended

from time to time;

13.4.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

13.4.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

13.5 The School will respect the confidentiality of the Pupil unless in the opinion of the Head the paramount interests of the Pupil require disclosure. You understand that there may be circumstances in which the School may deem it necessary to share confidential personal data regarding you and/or the Pupil with third parties, for instance for safeguarding reasons, for which consent or notice is not necessarily required.

13.6 We may inform any other school or educational establishment to which you propose to send the Pupil or to which the pupil attends of any outstanding fees or supplemental charges.

## 14 Public Liability and Insurance

14.1 In the absence of its own negligence, the School does not accept responsibility for accidental injury or loss or damage to property on School premises or on School visits. You must make your own insurance arrangements if you require cover for the Pupil or their property while at the School or for the payment of fees due to absence of the Pupil or closure of the School premises.

14.2 Any electrical equipment brought on to the School premises is at the sole discretion of the Pupil's Housemaster/Housemistress and may be subject to electrical tests for which the School may charge you. Use of that equipment is subject to the School's policies.

## 15 School Trips

15.1 School Trips will be charged as extra to the fees but your prior consent will be sought for a trip costing more than £100. Any cost incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be charged additionally. Where a trip is to be run or supervised by a third party that is duly qualified or licensed to conduct the activity in question, the liability of the School will be restricted to matters arising before and after the Pupil is subject to such third party supervision.

## 16 Complaints Procedure

16.1 The School has a complaints procedure which has informal and formal stages. The Head may require that any matter in dispute between you and the School be dealt with under that procedure. You may refer any matter for determination under that procedure and a copy of the procedure, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School, is available on the School's website or may be obtained from the Bursar. It does not form part of the contract between you and the School.

## 17 Events outside of our, or your, control

17.1 In this agreement "event outside of our/your control" shall mean any cause beyond a party's reasonable control (including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, snow, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination). In the remainder of this Cause 17 we shall refer to these as an "event".

17.2 If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this agreement, 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 use all reasonable endeavours to try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

17.3 If the School is wholly and completely prevented from performance of all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period greater than six months, the School shall notify you of the steps it plans to take to ensure performance of the agreement after such period and you shall then, following receipt of such notice, be entitled to end the agreement on written notice and without giving a term's notice or paying fees in

lieu of notice.

17.4 Subject to clause 8.5 (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if the Pupil 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:

- (i) in consultation and cooperation with the School, you shall do everything you reasonably can 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 (such that the Pupil can still participate and benefit from the provision of education by the School, including for example participating remotely); and
- (ii) resume the performance of the obligations as soon as reasonably possible;

(b) in circumstances where, following the efforts made and steps taken under clause 17.4, the Pupil 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 non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and

(c) if the event continues to prevent the Pupil from wholly and completely 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 months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

## 18 Communications between you and the School

18.1 When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

18.2 Communications (including notices) will be sent by the School to you using the contact details included in our records. You must notify the School of any change of address(es) or other contact details.

18.3 Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:

- (i) delivered by hand to the School;
- (ii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
- (iii) otherwise sent to the School's address by first or second class post.

18.4 In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that notices are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery. We recommend that you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 7 days (during a school holiday period) after sending the notice. Unless we agree otherwise, you should not provide any of these notices by email.

## 19 Changes in ownership

19.1 We may transfer our rights and obligations under this contract to another person or organisation. We will ensure the transfer will not affect your rights under this contract.

## 20 Right to Cancel

20.1 You have the right to cancel this contract within 14 days after signing the Final Confirmation of Entry Form ('the Cooling Off Period') without giving any reason. The Cooling Off Period will expire after the 14 days from the day of acceptance of a place through signature of the Final Confirmation of Entry Form. To exercise the right to cancel, you must inform the School (Felsted School, Felsted, Dunmow, Essex, CM6 3LL, [burspa@felsted.org](mailto:burspa@felsted.org), 01371 822621) of your decision to cancel the contract by a clear statement (e.g. a letter sent by post). You may, if you wish, use the form at Annex B. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you wish

to withdraw your acceptance of a place **after** the Cooling Off Period, you must provide the notice required by Clause 9.3.

20.2 If you cancel this contract within the Cooling Off Period, the School will reimburse you all payments received from you, save that if the Pupil has started to attend the School, you shall pay us an amount of the fees which is in proportion to the days attended until you communicated to us your cancellation of this contract. The School will make the reimbursement without undue delay, and not later than 14 days after the day on which we were informed about your decision to cancel this contract. The School will make the reimbursement using the same method of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## ANNEXE A

### TERMS RELATING TO THE GUARDIANSHIP OF PUPILS

- 1 All pupils in year groups up to and including Year 11 and any sixth form pupils under the age of 16 whose parents reside outside of the UK must have at least one responsible person over the age of 25 permanently resident in the UK appointed as their guardian. Any pupils over the age of 16 whose parents reside outside of the EEA must have a guardian for the duration of their time at the School. The School's education guardianship requirements for sixth form pupils over the age of 16 whose parents reside within the EEA (excluding the UK), are detailed in the school's Parent and Guardian Relationship Policy. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian (see paragraph 6 below) but parents must ensure that the appointed guardian meets the requirements of the School's Parent and Guardian Relationship Policy. It is the responsibility of parents to inform the school of any changes to the guardianship arrangements.
- 2 Guardians appointed under the requirements in paragraph 1 of this Annex must be authorised by the appointing parents to discharge the responsibilities as set out in the School's Parent and Guardian Relationship policy as available on the School's website (as may be amended from time to time), including the following responsibilities:-
  - 2.1 to be the 24 hour point of contact in the UK for the School in place of the parents;
  - 2.2 to make all decisions (including decisions relating to medical care and curriculum choices) in relation to the Pupil that a parent could or should make, including the signing of consent forms as necessary;
  - 2.3 to be the person with whom the School liaises on all matters relating to the Pupil including communicating with the School regarding the Pupil's welfare and wellbeing, including any medical matters that have occurred during their stay away from School;
  - 2.4 to give permission for other arrangements where the Pupil will be away from School, for example school trips or visits to friends;
  - 2.5 to give permission for the Pupil to participate in activities for which extra charges may be payable, for example music lessons;
  - 2.6 to support the Pupil in their academic progress, including attending parents' meetings;
  - 2.7 to be the person with whom the Pupil resides when not in school and not with his parents during scheduled holidays, and who will accommodate the Pupil if the Pupil is for any reason required to be away from School or unable to be in School during term time;
  - 2.8 to be responsible for the welfare of the Pupil when not in school and not with his parents;
  - 2.9 to arrange travel to and from School at beginnings and ends of terms, at half terms and for exerts;
  - 2.10 to ensure that arrival and departure times comply with the School's published term dates and times;
  - 2.11 to communicate travel arrangements to the School at least two weeks before the Pupil leaves or returns to School, giving exact travel and accommodation details;
  - 2.12 to arrange proper care and supervised accommodation for holidays, half term holidays and exerts if the Pupil will not be with their parents;
  - 2.13 to appoint another responsible person to act temporarily as guardian during absences on holiday or in the event of the guardian being indisposed.
- 3 The School is entitled to assume (and act on the assumption) that any appointment and authority notified to it remains fully in force unless and until the parents notify the School of the appointment of a replacement guardian. A copy of a completed Felsted School Guardian Agreement Form together with such evidence as to the guardian's identity and suitability as the School may require, must be supplied to the School.
- 4 The School will consult at all times with the guardian and will act in accordance with the wishes of the guardian. If the School becomes aware of any conflict between the wishes of the parent and the wishes of the guardian, the School will act as it considers to be in the best interests of the Pupil.
- 5 If at any time there is no duly appointed guardian and the parents fail to appoint one within 14 days of being required to do so by the School, the School may by written notice require the parents to remove the Pupil from the School forthwith. In that event, no refund of fees paid will be made and the parents will be liable for a term's fees in lieu of notice as though the parents had withdrawn the Pupil. During any period when there is no appointed guardian the parents will have total responsibility for the Pupil's welfare other than when the pupil is in school, and the School accepts no responsibility for anything that may happen out of school. However, in an emergency, if there is no guardian and parents cannot be contacted the School will act in the best interests of the Pupil.
- 6 It is the responsibility of the parents to satisfy themselves as to the suitability and availability of a prospective guardian. From 2019 for all new pupils entering the School, and from September 2020 for all other existing pupils, any guardian appointed must be:
  - a) Accredited by AEGIS (The Association for the Education and Guardianship of International Students); or
  - b) an immediate family member or family friend that meets the School's guidelines.

The School will only accept a family friend as a guardian for one Felsted School pupil or family (aside from their own child).

The School does not advise on or endorse any appointment but, if in the School's reasonable discretion, the appointed guardian does not discharge his or her functions in the best interests of the Pupil, the School may take such steps as may be reasonable to safeguard the Pupil.
- 7 If the Pupil requires a visa to study in the United Kingdom it is the parent's responsibility to notify the School, to supply the School with the necessary documentation in order for the School to issue a Confirmation of Acceptance for Studies (CAS), to organise the application of the appropriate visa (and any renewals), and any other documentation that is a specific requirement. The appropriate visa must be obtained and a copy provided to the School prior to the Pupil leaving their home country and before the Pupil takes up the place. You must immediately notify the School of any changes to a visa occurring at any time after a Pupil has been accepted at the School.

In order to comply with our responsibilities as a licensed Student Sponsor for immigration purposes, we may notify and/or supply information relating to you and/or the Pupil's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor your child or not). Such information may include, but not limited to, information about you and your child's immigration status, your child's attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated).

Failure to meet the conditions of the Pupil's visa may result in the School withdrawing sponsorship of the Pupil. Failure to obtain a visa will not be treated as a frustrating event and does not remove the requirement to give a full term's notice or pay a term's fees in lieu of notice.

If required by the Head, Pupils who are not resident in the UK must attend, and you must meet the cost of, an induction course at Felsted prior to their admission to the School.

## **ANNEXE B CANCELLATION FORM**

To: The Bursar, Felsted School, Felsted, Dunmow, Essex, CM6 3LL

Telephone number: 01371 822621

Email address: [burspa@felsted.org](mailto:burspa@felsted.org)

I/We\* hereby give notice that I/we\* cancel my/our\* contract with the School.

Name of parent

Name of pupil

Address

Signature

Date

[\*] Delete as appropriate