

BEDE'S
INDIVIDUAL

**TERMS
& CONDITIONS**

PARENT CONTRACT TERMS AND CONDITIONS

A. INTRODUCTION

- 1 These Terms and Conditions:** These reflect the custom and practice of independent schools for many generations and together with the Letter of Offer, the conditions of award, if applicable, the Acceptance Form and the Fees Structure form the basis of a legal contract for educational services. The Terms and Conditions are intended to promote the education and welfare of Pupils and the stability, forward planning, proper resourcing and development of St Bede's School Trust Sussex.
- 2 Variations:** these Terms and Conditions, the conditions of award and the Fees Structure are subject to change from time to time.
- 3 Prospectus and School Website:** The School's prospectus and website are not contractual documents. Please see **Section K** for further information. The School website contains a number of Policies and Procedures which can be viewed by Parents. Printed copies are available from the School on written request.
- 4 Fees and Notice:** The rules concerning notice and fees are of particular importance and are set out at **Clause 15** and **Sections H and I**.
- 5 Managing Change:** St Bede's School Trust Sussex, as any other school, is likely to undergo a number of changes during the time your child is a Pupil here. Please see **Section K** for further details of the changes that may be made and the consultation and notice procedures that will apply.

B. TERMINOLOGY

- 6 "The School"/"The Trust":** means St Bede's School Trust Sussex as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee.
- 7 "School Governors"/"Board of Governors":** means the Governors of the School who are appointed under the terms of its governing instrument and who are responsible for governance of the School.
- 8 "The Head":** means the CEO of the Trust as appointed by the Board of Governors. The Head delegates the day-to-day running of the Senior School to the Senior Deputy Head and the day-to-day running of the Prep School to the Head of the Prep School.
- 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 or 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 93 and 115**.
- 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 interests and 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 United Kingdom (UK) custom.

C. ADMISSION AND ENTRY TO THE SCHOOL

- 12 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 the School and the non-returnable registration fee paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time, which are detailed in the Admissions Policy. "Admission" occurs when Parents accept the offer of a place. "Entry" occurs on the date when a Pupil attends the School for the first time under these Terms and Conditions.
- 13 Equality:** The School is a mainstream boarding and day school for boys and girls aged from 0 - 18 years comprising a Nursery, Pre Prep and Prep School at Eastbourne and a Senior School at Upper Dicker. The School has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, the School's physical facilities for the disabled are limited but the Trust will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to Pupils who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and Pupils who have disabilities for which, after reasonable adjustments, the School can cater adequately.
- 14 Offer of a Place and Deposit:** A deposit ("Acceptance Deposit") as shown on the Fees Structure for the relevant year will be payable when Parents accept the offer of a place. For the Senior and Prep Schools the Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of fees or other sums due to the School in the term after leaving, unless stated otherwise in these Terms and Conditions or unless the

Parent wishes to donate the Acceptance Deposit to the School's Foundation.

- 15 Minimum duration of study** The minimum duration for study at the Senior School is one full year (three terms). If a Pupil does not complete one year at the School, any unpaid balance of a full year's fees remains payable, regardless of any period of notice which may be given. The normal provisions about notice apply from the beginning of the Pupil's third term at the School. Please see **Section H**.
- 16 Additional Deposit:** For reasons of administration, the right is reserved to require payment of an additional deposit as shown on the Fees Structure for the relevant year, in the case of a Pupil whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of fees or other sums due to the School in the term after leaving, unless stated otherwise in these Terms and Conditions. A Top-up Deposit may also be required when Pupils proceed to the next stage of the School.
- 17 Immigration:** The School is a registered UK Visas and Immigration sponsor. Parents must inform the School when returning a completed Registration Form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, the Parent consents to the School notifying and/or supplying information relating to the Parent and/or the Pupil's right to enter, reside and/or study in the UK to the UKVI unit of the Home Office (and to do so whether the Trust actually sponsor the Pupil or not). It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to reside in the UK and to study at the School.
- 18 Right to study:** If the Pupil is not a British or Irish citizen and the School is not sponsoring the Pupil under Tier 4, Parents must provide evidence of the child's right to live in the UK and study at the School when they complete and return the acceptance form. For Pupils from EEA countries and Switzerland this could be proof of having been granted digital status under the UK's EU Settlement Scheme. The School has the right to terminate the contract at any time if the child does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.
- 19 Admissions Disclosures:** Parents are required to declare any medical or learning needs or emotional or behavioural issues affecting the Pupil during the admissions process and as detailed in the Registration and Acceptance Forms. If after accepting a place, issues develop or subsequently come to light, which were not previously disclosed, Parents should notify the School immediately. Failure to do so may result in the Pupil's place being withdrawn.

D. PASTORAL CARE

- 20 The School's Commitment:** The School 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. The School 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.
- 21 Ethos:** The ethos of the School is to foster good relationships between 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 Parents; and the School expect the same of the Pupil and Parents in relation to the School.
- 22 Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare. Please also see **Section E**.
- 23 Pupil's Rights:** The Pupil, if 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 of confidentiality and, usually, the right to have contact with his / her Parents. If a conflict of interests 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.
- 24 Complaints:** Any question, concern or complaint about the pastoral care or safety of a Pupil or any education issue or other matter connected to the School must be notified as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request. See also **Clause 76**.
- 25 Physical Contact:** Parents give their 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 and co-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.



- 26 Disclosures:** The Parents must, as soon as they become aware, disclose to the School in confidence any known medical condition, physical or mental health problem or allergy affecting the Pupil; any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family; or any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil; any family circumstances or court order which might affect the Pupil's welfare or happiness; or any concerns about the Pupil's safety or any change in the financial circumstances of the Parents in receipt of a bursary from the School.
- 27 Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights of 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, teachers and other employees of the School 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, social media, the internet and mobile electronic devices.
- 28 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. 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.
- 29 Leaving School Premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but the School cannot accept responsibility for the Pupil if they leave School premises in breach of School Rules or regulations.
- 30 Residence During Term Time:** The Pupil, except when boarding, 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. Short-term boarding may, if available, be provided during term time for a Pupil whose accommodation arrangements have broken down and will be charged as an extra. 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.
- 31 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. 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 78**.
- 32 Absence of Parents:** When both 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 twenty-four hour contact with the adult who will have the care of the Pupil.
- 33 Private Fostering:** Parents are responsible for notifying the Local Authority if their child is looked after as part of a private fostering arrangement. This is defined by the Local Authority as an arrangement whereby a child between the ages of 0 and 15 years, is cared for by a person who is not a Parent, close relative – as defined by the Children Act - or person with parental responsibility, for more than 28 days. (The Children Act defines a relative as a Parent, married or in a civil partnership with the Parent, aunt/uncle, sibling or grandparent.) The School reserves the right to inform the Local Authority if it becomes aware that this has not been done by the Pupil's Parents.
- 34 Education Guardians:** The Parents, if resident outside the UK, must before entry appoint an education guardian for the Pupil in the UK 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. This guardian must be over the age of 25. 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, well 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.
- 35 Photographs and Videoing:** By indicating their consent and signing these Terms and Conditions the Parents are giving consent to the School obtaining and using photographic and video images of the Pupil for use in the School's promotional material such as the prospectus, the website or social media; press and media purposes and educational purposes as part of the curriculum or co-curricular activities. If the Parents do not want the Pupil's photograph or image to appear in any of the School's promotional material they must make sure the Pupil knows this and must notify the Data Compliance Manager immediately in writing, requesting an acknowledgement of their letter.

- 36 Transport:** The Parents' consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 37 Pupil's Personal Property:** The Pupil is responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.
- 38 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.
- 39 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 Parents or for loss or damage to property.

E. HEALTH AND MEDICAL MATTERS

- 40 Medical Declaration:** Before the Pupil enters the School the Parents will be asked to complete a Confidential Information Form concerning the Pupil's health and must inform the School Nurse in writing if the Pupil develops any known medical condition, physical or mental health problem or allergy, disability, special educational need or any behavioural, emotional difficulty and /or social difficulty, or will be unable to take part in games or sporting activities, or has been in contact with an infectious or contagious disease.
- 41 Medical Care:** Boarding pupils must be registered on the list of the School Doctor while studying at the School. The Parents must comply with the School medical staff's recommendations, which may include a reasonable decision to release the Pupil home when he / she is unwell.
- 42 Medical Examination:** The Pupil will have a routine medical examination with the School Nurse or School Doctor usually during the first term at the School. Arrangements can be made on request for the Parents to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding.
- 43 Pupil's Health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement in the interests of the Pupil and/or the School community. The Pupil of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.
- 44 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.
- 45 Emergency Medical Treatment:** The Parents authorise the Head to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions within the UK, general anaesthetic and operations performed by the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

F. EDUCATIONAL MATTERS

- 46 Provision of Education:** The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil and to provide education to at least the standard required by law in the particular circumstances. The School cannot guarantee that the Pupil will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 47 Organisation:** The School reserves the right to organise the curriculum and its delivery in a way, which in the professional judgement of the Head, is most appropriate to the School community as a whole. The School's policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Pupils. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's tutor, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.
- 48 Progress Reports:** The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of grades, full written reports and consultation / Parents' meetings.
- 49 Sex Education:** The Pupil will receive health and life skills education appropriate to his / her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.



- 50 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 his / her teachers.
- 51 Reports and References:** Information supplied to Parents and others concerning the progress and character of the Pupil, and about examination, 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.
- 52 Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". The School staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 53 Screening for Learning Difficulties:** The screening tests available to schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
- 54 Information about Learning Difficulties:** The Parents shall notify the Head when completing the School's Confidential Information Form and subsequently in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, without being charged fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching provided, where these are not covered by our reasonable adjustment duty.
- 55 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. Entry criteria for all courses are listed in the Sixth Form Curriculum Booklet which is available on the School website. The Parents will be consulted if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. The Parents must give a term's notice in writing (i.e. before the start of the Summer Term) in accordance with the provisions about notice (in **Section 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.
- 56 School's 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 the creation/development of intellectual property.
- 57 Pupil's Original 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. The School 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.
- 58 Educational Visits:** A variety of educational visits will be provided for the Pupil. Any educational visit which is subject to an additional charge, or requires overseas travel; or involves an overnight stay; or occurs during a weekend or School vacation; or involves some element of high risk or adventure activity will be subject to a separate agreement. The cost of such a visit will be payable in advance. The Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit. All additional costs 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.
- 59 School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Board of Governors 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 Head may in his or her discretion suspend or, in serious or persistent cases, exclude a Pupil from the School if the Head considers that the Pupil's conduct or behaviour (including behaviour or conduct outside School) is unsatisfactory and the suspension or exclusion is in the School's interests or those of the Pupil or other Pupils.
- 60 Conduct and Attendance:** The School attaches importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will take a full part in the activities of the School including representing School teams where required, 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.
- 61 Behaviour Policy:** The School Rules which apply are set out in the joining details booklet and other documents published from time to time. Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place. 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 is justified where there has been previous misbehaviour. All aspects of the Pupil's record at the School may be taken into account.
- 62 School Discipline:** The Parents hereby confirm that they 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 is available on request from the Head's PA applies to all Pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.
- 63 Investigative Action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by the Parents, education guardian or a teacher of the Pupil's choice.
- 64 Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can, where possible, attend a meeting with the Head before a decision is taken in such a case. In the absence of the Parents or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.
- 65 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.
- 66 Drugs and Alcohol:** The Pupil may be given the opportunity to provide a biological sample under medical supervision to test for the use of drugs or other substances, or a sample of breath to test for alcohol consumed. The School does not have to give a reason for such screening and a sample or test in these circumstances will not form part of the Pupil's permanent medical record. The School's policy relating to drugs and other substances, including testing procedures, is available on request.
- 67 Sanctions:** The School's current policies on sanctions are available to 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, but are not restricted to, 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, rustication or suspension, or alternatively being removed or expelled.
- 68 Terminology:** The definitions in this clause apply in these Terms and Conditions: "Suspension" means that the Pupil has been sent or released home or to an education guardian for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Governors' Review. "Rustication" means the release of the Pupil to his / her home or to an education guardian for a specified period of time but without further disciplinary consequences. "Withdrawal" has the meaning set out in **Clause 84**. "Expulsion" means that the Pupil is required to leave the School permanently in circumstances described in **Clause 69** and "Removal" means that the permanent removal of the Pupil from the School is required in circumstances described in **Clause 71**.
- 69 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 grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review (see **Clause 74** and **Clause 75**).
- 70 Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of fees for the current or past terms, or supplemental charges (whether paid



or payable) but the Additional Deposit (if any) 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 sum due to the School will be payable.

71 Removal in other Circumstances: Instead of expulsion or suspension, the Head may in his or her discretion require the Parents to permanently remove the Pupil from the School, or from boarding if the Head considers that:

a) The Pupil's attendance, behaviour, conduct (including behaviour and conduct outside the School) or progress, is unsatisfactory and in the reasonable opinion of the Head, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School and removal is in the best interests of the School, the Pupil or other Pupils.

b) The behaviour or conduct of the Parents (or the behaviour or conduct of one Parent): is unreasonable; and/or adversely affects (or is likely to adversely affect) the Pupil's or other Pupil's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with Parents' obligations under this contract.

At the sole discretion of the Head, withdrawal of the Pupil by the Parents may be permitted as an alternative to removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School, other Pupils and staff. The Head's decision to require the removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See **Clause 74** and **Clause 75**.

72 Fees Following Removal: If the Pupil is removed or withdrawn in the circumstances described in **Clause 71**, the provisions relating to fees shall be as set out in **Clause 70** save that the Acceptance Deposit and Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.

73 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. Provided the School's final invoice has been paid, this contract will terminate with immediate effect a Pupil is excluded or if the Parents are required to remove the Pupil from the School.

74 Governors' Review: The Parents may request a Governors' Review of a decision to expel or require the removal of the Pupil from the School or from boarding (but not a decision to suspend the Pupil unless the suspension is for eleven School days or more, or would prevent the Pupil taking a public examination). The request must be made as soon as possible and in any event within seven days of the Head's decision being notified to the Parents. The Parents will be entitled to know the names of the Governors who make up the Review panel and may ask for the appointment of an independent panel member nominated by the School and approved by the Parents (such approval not to be unreasonably withheld).

75 Review Procedure: The Head will advise the Parents of the procedure (current at that time) under which a Governors' Review will be conducted by a panel of three Governors (including an independent member if requested). If 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 or to have access to School information systems during that time without written permission from the Head. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

76 Complaints Procedures: A complaint about any matter of School policy or administration not involving an expulsion or removal of the Pupil must be made in accordance with the School's published Complaints Procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

H. PROVISIONS ABOUT NOTICE

- see also **Clauses 54, 55** and **Section G**.

77 Term: means the period between and including the first and last days of the relevant School term.

78 Notice: means (unless the contrary is stated in these Terms and Conditions) a term's written notice given by:

78.1 both Parents; or

78.2 one of the Parents with the prior written consent of the other Parent; and

78.3 any other person with Parental Responsibility before the first day of term addressed to and received by the Head personally or signed for by the Head's PA or the Bursar on the Head's behalf. It is expected that the Parents will consult with the Head before giving notice to withdraw the Pupil.

79 A Term's Written Notice: means Notice given before the first day of a term and expiring at the end of that term. A term's written notice must be given if: the Parents wish to cancel the place after acceptance; or the Parents wish to withdraw the Pupil who has

entered the School; or following the GCSE year or Lower Sixth year, the Pupil will not return for the following year even if he/she has achieved the required grades.

80 Fees in Lieu of Notice: in the circumstances where the Parents have not given a term's written notice, fees in lieu of notice means fees in full at the rate applicable for the next term following withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. One term's fees in lieu of notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.

81 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.

82 Cancelling Acceptance: The Cancellation of the place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is fees for between one and five years. Nonetheless, the School agrees to limit the liability of the Parents to:

82.1 one term's fees, at the rate payable for the term of entry, less the Acceptance Deposit, payable as a debt if less than a term's written notice of cancellation has been given. The School reserves the right to offset the Additional Deposit, if paid, against the term's fees; or

82.2 the Acceptance Deposit if more than a term's written notice has been given. Cases of serious illness or genuine hardship may receive special consideration on written request.

83 Cancelling a Place Offered in the Term Before Entry: If the offer of a place is made in the term immediately prior to the term of entry the parents may cancel their acceptance in writing at any time up to 14 days from the date of the Acceptance Form. The Acceptance Deposit will be then be retained by the School. If the Parents give notice of cancellation after this date or give no notice of cancellation they will incur a liability to pay one term's fees at the rate payable for the term of entry, less the Acceptance Deposit, payable as a debt. The School reserves the right to offset the Additional Deposit, if paid, against the term's fees.

84 "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. Please also see **Clause 85** - withdrawal by Parents, **Clause 86** - withdrawal by Pupil and **Clause 96** - exclusion for non-payment.

85 Withdrawal by the Parents: If the Pupil is withdrawn on less than a term's written notice, or excluded for more than twenty-eight days for non-payment of fees, fees in lieu of notice less the Acceptance Deposit will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School. The School reserves the right to offset the Additional Deposit, if paid, against the term's fees.

86 Withdrawal by the Pupil: The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.

87 Prior Consultation: It is expected that Parents, or duly authorised education guardian, will consult personally with the Head or with the Head's authorised deputy before notice of withdrawal is given by the Parents.

88 Change of Boarding Status: A request for any change of status, for example from Full Boarding to Weekly Boarding, must be given in writing to the Head. A full term's notice is normally required. At the discretion of the Head, the School has the right to postpone or refuse a transfer request and the Head will consider the best interests of the Pupil and the School in reaching the decision. Any such place is subject to the availability of places.

89 Discontinuing Extra Tuition: Term's written notice is required to discontinue extra tuition or a term's fees for the extra tuition will be immediately payable in lieu as a debt.

90 Termination by the School: The School may terminate this agreement on one term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any outstanding balance of fees.

I. FEES

91 Fees: may include alone or in combination any of the Registration Fee, the Acceptance Deposit, the Additional Deposit, tuition fees, boarding fees, fees for extra tuition, other extras such as House charges, clothing and equipment, photographs and other items ordered by the Parents or the Pupil and 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 (wear and tear excluded), or bank charges arising from default in fees payment or late payment charges if incurred. In addition, all public examination fees shall be charged as supplemental charges.

- 92 Payment of Fees:** The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. Each term's fees are charged separately and the fees payable in respect of each term fall due for payment on the first day of that term. The Parents jointly and severally agree to pay the fees applicable to each term directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of fees, fees for each term are due and payable as cleared funds before the commencement of the School term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. The School is unable to accept payment of fees in cash.
- 93 Payment of Fees by a Third Party:** An agreement with a third party (such as an employer, grandparent, step-parent without parental responsibility or third party credit provider) 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 Bursar. The School reserves the right to refuse a payment from a third party.
- 94 Indemnity:** The Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School if the School is required to repay all or part of any sum paid to it by a third party credit provider on behalf of the Parents.
- 95 Refund/Waiver:** Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund, fees and supplemental charges will not be refunded or waived if:
- 95.1 the Pupil is absent through illness or otherwise; or
 - 95.2 a term is shortened or a vacation extended; or
 - 95.3 the Pupil is released home before or after public examinations or otherwise before the normal end of term; or
 - 95.4 the Pupil is required to study from home as a result of the School providing educational services remotely for whatever reason; or
 - 95.5 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. See also **Section J** for information about events beyond the control of the parties.
- 96 Exclusion for Non-Payment:** The School reserves the right to exclude the Pupil on three days' written notice if fees are overdue for payment. 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 but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil.
- 97 Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on fees which are unpaid. The rate of interest charged will be at up to 1.5 % per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees and charges including VAT, legal fees and costs incurred by the School in the recovery of any unpaid fees regardless of the value of the School's claim.
- 98 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 will be applied to any unpaid balance of fees as set out in **Clause 97**.
- 99 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 be appropriated by the School to the unpaid account of any other child of those Parents.
- 100 Instalment Arrangements:** At its sole discretion, the School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If the School agrees to do this, then the School and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid by direct debit or direct bank transfer in not more than four (4) instalments (unless otherwise agreed in writing by the School) within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice). The School will issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's fees. 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.
- 101 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. If Parents wish to make an advance payment please contact the Finance Office, finance.office@bedes.org for further details.

- 102 Scholarships and Bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. Any value attached to a scholarship shall be deducted from fees before any bursary or other concession is calculated or assessed. The value, terms and conditions of any financial award shall remain confidential between the Parent and the School. Once a place with a scholarship, exhibition, bursary or other award or concession has been accepted, the acceptance deposit will become non-refundable in the event of withdrawal. A copy of the School's Fee Remission Policy is available from the School on written request.
- 103 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 within 21 days and will not be liable to pay fees in lieu of notice and the Acceptance Deposit and Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.
- 104 Information about Fees:** The School will make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The School will also inform any other school or educational establishment to which the Pupil is to be transferred if any fees of this School are unpaid.
- 105 Anti-money Laundering and Anti-Bribery:** 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. The School is also unable to accept payment of fees in cash. The parties will comply with the School's policy on anti-bribery, a copy of which is available from the School on written request.

J. EVENTS BEYOND THE CONTROL OF THE PARTIES

- 106 Force Majeure:** An event beyond the reasonable control of the School or the Parents is a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 107 Notification:** If the School is prevented from or delayed in carrying out its obligations under this agreement by a Force Majeure Event, the School shall give the Parents notice in writing specifying the nature and extent of the circumstances giving rise to the Force Majeure Event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the Force Majeure Event, the School will not be responsible for not performing those obligations which are prevented or delayed by, and during the continuance of, the Force Majeure Event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the Force Majeure Event to continue to provide educational services (including by providing appropriate educational services remotely). Other than under **Clause 95.1**, if the Pupil is wholly and completely unable to participate in the provision of any education at the School or remotely due to reasons caused by a Force Majeure Event, the Parents shall give the School notice in writing. In consultation and cooperation with the School the Parents shall do everything they reasonably can to minimise the impact of the Force Majeure Event in order to continue to perform the obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible.
- 108 Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 109 Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under **Clause 107** may terminate this agreement by providing at least three working days' notice in writing to the other party.

K. GENERAL CONTRACTUAL MATTERS

- 110 Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of Parents and Pupils, and those of the School community as a whole. The Trust aims to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. The Trust aims also to promote good order and discipline throughout our School community and to ensure compliance with the law.
- 111 Change:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and procedures, the disciplinary framework, and the length of School terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to

another party at the discretion of the School. Where practicable, the School will give Parents notice of any planned changes that are regarded as significant to the Pupil's education prior to the end of the penultimate term before the change is to take effect.

- 112 Consumer Protection:** 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 the Unfair Terms in Consumer Rights Act 2015 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.
- 113 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 where possible given at least a term's notice in writing of:
- 113.1 a change of ethos or culture;
 - 113.2 a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or
 - 113.3 a change of ownership of the School.
- 114 Representations:** The School's prospectus and website describe the broad principles on which the School operates and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus, website, or on a statement made by a member of staff or a Pupil, should seek written confirmation of that matter from the Head.
- 115 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.
- 116 Interpretation:** These Terms and Conditions supersede those 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. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
- 117 Jurisdiction:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

L. DATA PROTECTION INFORMATION

- 118** The School holds information about Parents and Pupils including exam results, Parent contact details and financial information and details of medical conditions. This information is kept electronically on the School's Management Information System or manually in indexed filing systems.
- 119** These notes refer to the "processing" of information, "processing" is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using information or passing it on to third parties.
- 120** The School processes information about Parents and Pupils in order to safeguard and promote the welfare of Pupils, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which Pupils may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and/or the School processing financial information obtained from you or from third parties such as credit reference agencies. The School may also process information such as photographs for marketing purposes using "consent" as a legal basis.
- 121** The School may process different types of information about Pupils for the purposes set out above. That information may include:
- Medical records and information, including details of any illnesses, allergies or other medical conditions suffered.
 - Personal details such as home address, date of birth and next of kin.
 - Passport details of Parents and Pupils for the processing of visa information and overseas trips.
 - Information concerning Pupil's performance at School, including discipline record and School reports.
 - Results in public examination may be shared with relevant feeder school and agencies.
 - Financial information including information about the payment of fees at this School or any other school.
 - Photographic and video images of Pupils for School publications, on the School website and (where appropriate) on the School's social media channels in accordance with the School's policy on taking, storing and using images of children.

- 122** Where, in the professional opinion of the Head it is deemed necessary the School may share information with certain third parties. Examples may include: to process relevant medical and financial information, to process academic information and information relevant for applications to higher education.
- 123** The School may, in order to verify your identity and so that the School can access your application for the award of a bursary or for credit in contemplation of an agreement for the deferment of fees, search the files of any licenced credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about you. Failure to supply information may result in a refusal of an award or credit.
- 124** Further information on how the School uses personal data can be found in the Privacy Notice on the School website. If you have any queries on how the School uses data or would like to make a Data Subject Access Request, please contact the School's Data Compliance Manager at datapcompliance@bedes.org.

The School takes photographs and videos of individual students and groups of students for use in its publicity material and in social media. Please tick the box below to indicate that you are willing for your child to be included in such photographs/videos.

I consent to photographs and videos of my child being taken and used in publicity materials, either individually or as part of a group for use in the School's publicity material, including social media and that of trusted partners and external organisations of the School.

Where appropriate (owing to the Pupil's age or nature of the use) the School will also seek the verbal or written consent of a particular Pupil before publishing any image where that Pupil is a particular focus of the shot, or identified by name, but not usually when included as part of a larger group or team shot.

Important Consumer Rights

By signing this document, you are entering into a contract with the School which will normally be for a minimum of one year (three terms) see **Clause 15**.

Under this contract you will be liable to pay fees as set out in the current Fees Schedule and as invoiced by the School (for more information see **Section I**).

In addition, you will be required to give one full term's notice should you wish to withdraw your child from the School (**Section H**). For example, if you wish to withdraw your child at the end of the Summer Term, written notice must be given to the Head before the first day of that Summer Term. Failure to meet this deadline will mean that a further term's fees become payable (Fees in lieu of notice – see **Clause 80**).

DECLARATION

Please sign below and initial the boxes at the bottom of each page to confirm that you have read and understood the conditions detailed in the Parent Contract Terms and Conditions.

.....
First Signature

.....
Date

.....
Second Signature

.....
Date

St Bede's School Trust Sussex : a Company Limited by Guarantee
Registered in England No: 1386499
Registered Office: Bede's Senior School, Upper Dicker, East Sussex BN27 3QH
Registered Charity No: 278950

March 2021

