

Summary of key changes to the King's School in Macclesfield's Terms and Conditions 2021

Note:

- 1 Some of the clauses in the revised Terms and Conditions have been re-ordered or reformatted but their effect remains otherwise unchanged.
- 2 The table below provides a brief summary of the significant revisions and additions to the School's Terms and Conditions.

New clause	Title	Previous clause	Summary of revision
15	Immigration	15	This clause has been updated to reflect the change in terminology from 'Tier 4' to 'Child Student' sponsor licences and to confirm that parents must inform the Head if their child does not have the right to live and study in the United Kingdom.
16	Our Commitment	17	Additional wording has been included to confirm the Head's right to require a pupil to remain away from the School temporarily pending the outcome of an investigation or if the Head considers that their presence at the School represents a risk to themselves or to others.
17	Complaints	18	The clause has been revised to require parents to notify the School of any expression of dissatisfaction about action taken, or a lack of action, where parents seek action by the School.
22	Disclosures	23	Additional wording has been included requiring parents to disclose to the School: <ul style="list-style-type: none"> • any social difficulty on the part of the pupil; • any significant change in the financial circumstances of any parent; and • if it is the parents' intention that the pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.
27	Communications with Parents	28	The clause has been revised to confirm that, with the exception of the giving of Notice for the Cancellation of a place or the Withdrawal of a pupil, communications or instructions from one of the parents, or any person with Parental Responsibility, shall be deemed by the School to be received from both parents unless there is clear evidence of a contrary view.

29	Education guardians	-	A new clause has been added requiring parents who are resident outside the United Kingdom to appoint an education guardian for the pupil in the United Kingdom who has been given legal authority to act on behalf of the parents in all respects and to whom the School can apply for authorities when necessary.
30	Photographs or Images (Including Video Recordings)	30	The clause has been updated to add further clarity as to when the School may use photographs and videos of pupils and to confirm that specific consent may be sought from parents and/or the pupil where the School considers that the use is more privacy intrusive.
31	Request for Confidentiality	-	A separate clause has been included concerning the parents' right to request that information about their child be kept confidential.
37	Medical care	-	A new clause has been added confirming that parents must comply with the School's recommendations which may include a reasonable decision to release the pupil home or to his / her education guardian when he / she is unwell.
41	Our Commitment	39	Additional wording has been included to confirm that, although the School will exercise reasonable care and skill in providing educational services for pupils, it cannot guarantee that the pupil will achieve their desired examination results or gain entry to other educational establishments.
42	Organisation of the Curriculum	40	The clause has been revised to include reference to online and other forms of remote learning and to confirm that the School will try to inform parents of any significant changes to the educational services as soon as practicable. Additional wording has also been included to confirm that the curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs.
44	Relationship and Sex Education	42	The clause has been revised to include reference to relationships and sex education and to add further clarity around a parent's right to withdraw their child from each.
46	Examination Services	-	A new clause has been included concerning the Head's right to decline to apply for access arrangements or post-examination services if it is considered not to be in the best interests of the relevant pupil or the examination cohort to do so.

49	Screening for Learning Difficulties	46	Additional wording has been included confirming that, by signing entering into the contract, the parents agree to cooperate fully with any investigation of the pupil's educational needs.
56	School Regime	52	Additional wording has been included to confirm that the School's policies, procedures and regime may be subject to change at short notice if the Head deems it appropriate to do so in the prevailing circumstances.
59	School Discipline	55	The clause has been revised to add further clarity as to when the School's behaviour policy applies, including when engaged in online remote learning and where failing to apply the policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.
60	Investigative Action	56	The clause has been revised to confirm that parents will be informed as soon as reasonably practicable after it becomes clear that the pupil may face formal disciplinary action, unless the School is prevented from doing so by the police if they are involved and that, if considered necessary, the School may make arrangements for legal representation for the pupil.
68	Removal in Other Circumstances	64	Additional wording has been included to confirm that the Head may also require the removal of a pupil if he or she has committed a breach or breaches of School rules or discipline for which this is the appropriate sanction.
78	Cancellation Rights	-	A new clause has been added concerning the parents' right to cancel their contract with the School within 14 days of the School's receipt of the completed and signed acceptance form in circumstances where the contract is formed entirely by means of distance communication (e.g. post, fax or electronic communication).
80	A "Term's written Notice"	-	A new definition of the term 'a Term's Written Notice' has been added.
87	Termination by the School	81	Additional wording has been included confirming the School's right to terminate the contract on reasonable notice if the School is unable to provide all or a significant proportion of the educational services to a pupil or immediately if the pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.
89	Payment of Fees	83	Additional wording has been included to confirm the School's right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.

91	Indemnity	-	A new clause has been included confirming that parents shall indemnify the School if it is required to repay all or part of any sum received from a third party credit provider on the parents' behalf.
93	Exclusion for Non-Payment	85	Additional wording has been included to confirm the School's right to exclude a pupil if parents fail to provide information reasonably requested by the School about the identity of the payer of any fees or the source of the funds.
94	Late Payment	86	The rate of interest which the School may charge on fees which are unpaid has been reduced to 0.5% per month.
96	Appropriation	88	The clause has been updated to confirm that, unless parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the fees account.
103	Force Majeure	96	Additional wording has been included to confirm that the inability of either party to pay any amount required under the contract shall not be a Force Majeure Event.
104	Epidemic or pandemic	-	A new clause has been added to confirm that any reasonable modifications to the educational provision made by the School in order to meet legal obligations, comply with government guidance and to protect the health safety and well-being of staff or pupils shall not affect the obligation of the parents to pay fees.
105	Notification	97	The clause has been revised to confirm that a party affected by a Force Majeure Event shall provide notification as soon as reasonably practicable.
106	Continued Force Majeure	98	Additional wording has been included to clarify that that a party who serves notification under these provisions is to use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
108	Data Protection	102	The clause has been updated to refer to the School's privacy notices and to confirm that, if the pupil is going to enter Year 7 or above, the parents must show the pupil a copy of the pupil privacy notice and discuss it with him / her before accepting the offer of a place.
112	Consultation	106	The clause has been updated to confirm that the School will consult with parents in relation to the specified changes and provide reasons for them, where possible, if such changes are not temporary.

Schedule 1	Summary of clauses containing financial consequences	-	A new schedule has been added containing a summary of those clauses which contain a financial consequence.
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