



ALLEYN'S SCHOOL STANDARD TERMS AND CONDITIONS

Name of Policy	Standard Terms and Conditions
ISI Regulation	Part 6: Provision of Information
Reviewed by	SMT
Author/SMT	Mr SR Born, Bursar
Date of school review	September 2021
Date of next school review	September 2022

The School believes these Standard Terms and Conditions reflect fairly the needs of the School community and will enable educational and organisational stability, forward planning and the proper resourcing and development of the School for the benefit of all. They also help to ensure that holders of parental responsibility (henceforward "parents") will not suffer fee increases because of the defaults of others.

These are the terms and conditions on which the School provides educational services. Parents should read these terms carefully before accepting the School's offer of a place for the pupil. These terms and conditions tell parents about the School and how and on what basis the School will provide educational services.

If parents have any questions about these terms or if anything in these terms is unclear, then they should contact the Bursar, via email on bursar@alleyns.org.uk to discuss.

The Acceptance Form, the Schedule of Fees, and the School's published policies and procedures as well as these terms and conditions together constitute the terms of a contract between the parents and Alleyn's School, as further set out in clause 2(a) below. It is not intended that the terms of the contract shall be enforceable by the pupil or by any other third party.

1. DEFINITIONS: unless the context otherwise requires:-

- (a) "**The School**" is both Alleyn's School and Alleyn's Junior School, as now or in the future constituted.
- (b) "**Parents**" means any one or more of the persons holding parental responsibility who has signed the Acceptance Form, jointly and severally (which means that the Parents are individually and together bound to the contract). Parents are expected to give their support and encouragement to the aims of the School and promote its good name, to continue the pupil's education at home and to ensure that he/she maintains appropriate standards of discipline, punctuality, behaviour, cleanliness and conforms to the current School uniform rules.
- (c) "**The Head**" means the Headteacher of Alleyn's School and includes those to whom any of the duties or functions of the Head have been delegated, e.g. the Head of Alleyn's Junior School.

- (d) “**Pupil**” means the pupil named in the Acceptance Form.
- (e) “**Term**” means each of the three terms in the School year, Advent, Lent and Trinity. The duration of a term is set by the School. The School year starts on the first day of the Advent term. A “**term’s notice**” means notice given not later than the first day of the term preceding the term to which the notice relates.
- (f) “**Fees**” means School fees at the rate which is set from time to time and current at the start of each term as set out in the Schedule of Fees excluding any extras. Fees include tuition and most activities. “**Extras**” include items (for example – the cost of co-curricular activities, trips, examination and other administrative charges) incurred by a pupil or by the School on behalf of the pupil and will be charged for in addition to the Fees.
- (h) “**Written Notice**” means one full term’s notice, which must be given in writing (by email or letter) to the Head, or as appropriate, to the Junior School Head. Notice given orally or in writing by or to any other person will not count as good notice. The School will send written confirmation of receipt. Parents should telephone the School if the School has not acknowledged receipt within 8 calendar days.

2. ENTRY TO ALLEYN’S SCHOOL

(a) **Formal Agreement** – The offer of a place will normally be set out in a letter of offer from the School and the parents’ acceptance of that place will normally be set out in the prescribed Acceptance Form signed by the parents. Together these constitute a formal agreement which is binding once the Acceptance Form has been submitted and the Deposit paid. The agreement is made on the basis of these terms and conditions which may be varied from time to time as circumstances require, as set out in clause 13(d) below. When a pupil enters Alleyn’s School or Alleyn’s Junior School it is assumed that he/she will progress to the end of the A-Level year (normally Year 13) subject to satisfactory conduct, academic progress and any conditions imposed by the School on the pupil progressing to subsequent years.

Subject to these terms and conditions, the agreement continues until the end of the final School year, *i.e.* when the pupil leaves the School (see clause (d) below).

Entry to the School is at all times at the discretion of the Head. The School reserves the right to establish from any previous school that all fees have been paid without delay or difficulty, and any offer of a place may be withdrawn if they have not.

(b) **School Rules and Discipline** – The parents and the pupil will comply with all rules and regulations in relation to the organisation, management and discipline of the School as promulgated from time to time. The Head is responsible for the care and good discipline of the pupils and for all matters affecting the day-to-day running of the School.

(c) **Reasonable care while a pupil remains at the School** – The School undertakes to exercise reasonable skill and care in respect of the pupil’s education and welfare. This 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, including educational visits. The School cannot accept any responsibility for the welfare of the pupil while off the School premises unless the pupil is taking part in a school activity or otherwise under the supervision of a member of School staff.

(d) **Moving up through the School.** Subject to these terms and conditions, the School will accept the child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling. This means that transition from the Junior School to the Senior School is automatic, and parents must provide notice in accordance with clause 5 below if they decide to withdraw the pupil at the end of the final term in the Junior School. However, the School shall not be obliged to permit the pupil to enter the Senior School or the Sixth Form (as applicable) unless

satisfied that it is appropriate to do so having regard to the pupil's academic attainments and all other relevant circumstances. The School may make a decision as to whether the pupil may join the Senior School or Sixth Form (as applicable) after the results of examinations are known, and may make entry to the Senior School or Sixth Form (as applicable) conditional upon the results of such examinations.

3. REGISTRATION FEE AND DEPOSITS

- (a) **Registration Fee** – Payable at the time of the original registration and will not be refunded under any circumstances.
- (b) **Acceptance Deposit** – Payable on written acceptance of a place. The deposit is not refundable if your child does not take up a place at the School. Until the pupil leaves, the School has the right to apply the deposits to all proper purposes of the School and/or to any unpaid accounts of pupils within the same immediate family. Any surplus will be refunded on leaving unless the parent has indicated that this may be donated to the School's Bursary Fund. The deposit will not accrue interest and will not be refunded in the case of absence through sickness or any other cause except the failure of a pupil to satisfy the School's entry requirements.
- (c) **Additional Deposits** – Parents who reside outside England and Wales may be required to pay a deposit amounting to one term's fees and anticipated extras. Parents who have paid late or whose fees are overdue may also be required to pay a deposit against extras and any other liability. Additional deposits do not accrue interest and any surplus will be refunded on leaving, subject to the caveats stated in 3(b) above

4. FEES AND EXTRAS

- (a) **Due date** – Whether or not the School holds a deposit, fees are due and payable on or before the first day of term. Each term's fees are charged separately and must be paid by variable Direct Debit mandate in the name(s) of the signatory(-ies) to the Acceptance Form (except where the School agrees otherwise in writing). A pupil whose account has not been paid in full by the first day of term (or whose fees are in arrears) may then or later be excluded from the School until full payment has been made. Additionally, the School may withhold references while fees remain unpaid. Extras and damage will be invoiced and due for payment as they arise or at the end of the term when incurred, in which case they will be added to the termly invoice and due for payment at the same time. The School may refuse to allow a pupil to participate in a co-curricular activity or sit the relevant public examination while an applicable supplementary charge for the activity or examination remains unpaid.
- (b) **Payment** – Payment of fees and extras should be made in full by direct debit from a UK bank account on the first day of each term.
- (c) **Review of Fees** – Fees are normally reviewed once per year by the Governors who will always endeavour to give a term's notice of any increase to allow parents to consider the increase and withdraw the pupil on notice under 5(b) without having to pay fees in lieu. However, in exceptional circumstances the right is reserved to increase fees at any time without notice and without any of these terms and conditions being affected.
- (d) **By Whom Payable** – The liability to pay fees and extras is the joint and several liability of each person who has signed the Acceptance Form (as holder of parental responsibility) UNLESS AND UNTIL the School has expressly agreed in writing with each signatory to look exclusively to any other person for payment of the fees and/or any extras. In practice joint and several liability means that if fees or extras have not been paid to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from any signatory. A signatory to the Acceptance Form may withdraw from this contract with the School by submitting a term's notice but this person must obtain the prior written consent of both the School and the other signatory of the Acceptance Form.

(e) **Advance Payment of Fees Scheme** – The School will accept advance payment against fees by lump sum in exchange for a fair and reasonable discount. The separate APF Scheme terms and conditions apply. The parents will be required to meet the difference between the amount per term applied by the School under the APF Scheme terms and conditions and the total fees and extras due in respect of the pupil each term under this contract.

(f) **Scholarships and Bursaries** – Any scholarships and bursaries and any *ex gratia* awards or allowances which have been made may be withdrawn if, in the opinion of the Head, the aims, objectives or terms and conditions of the scholarship, bursary or award are not being met or if he/she is not satisfied with the holder's good conduct attendance, and/or progress. Bursaries are means-tested and scholarships are awarded to those judged capable of giving a positive lead to their fellow pupils in the area concerned (academic, art, music, sport). The Head will give parents at least one term's notice of withdrawal of a scholarship or bursary. The right is reserved to require repayment in full in the event of the pupil being withdrawn without notice or removed from the School.

(g) **Refund and Appropriation of Fees** – Fees including prepaid consumables (whether or not consumed) will not be refunded for absence through sickness, examination or study leave, or any other cause. In particular, no entitlement to a refund or discount shall arise if, for any reason, a term is shortened or a vacation extended. The School reserves the right of appropriation of all payments that are made on behalf of pupils belonging to the same immediate family.

5. EVENTS REQUIRING NOTICE IN WRITING

Parents must give sufficient and reasonable notice in writing in the circumstances and in the manner described below.

(a) **Cancelling Acceptance** – Parents may cancel their acceptance of a place before the pupil starts at the School by providing at least one full term's written notice to the School. That is, if a pupil or student is due to join in September at the start of an academic year, parents must provide this notice on or before the first day of the preceding summer term. If parents cancel acceptance without providing at least one term's written notice one full term's fees (at the rate for the term preceding the term when the pupil was due to start) less any deposit held will become immediately payable to the School as a debt. Any deposit held by the School will not be returned in the event of cancellation of acceptance later than the first day of the term preceding entry. Where applicable, such fees will be reduced to take account of any bursary or scholarship.

(b) **Withdrawal of the Pupil** – Parents must provide the Head with a full term's written notice before withdrawing the pupil from the School or a full term's fees will be payable in lieu. Such payment will be at the rate applicable to the final term of provision if a term's notice had been given at that point. Bursary or scholarship remission will not apply. Such notice must be received by the Head on or before the first day of the 'notice term', ie the term immediately before the term from which the parents wish to withdraw the pupil.

School affairs are organised termly, and it is not possible to reduce an amount owed for fees or extras, or obtain a refund of either, by withdrawing a pupil or by the pupil ceasing participation part-way through a term.

(c) **Discontinuing an Extra** – One full term's written notice is required if the pupil is discontinuing any activity which has been or is normally charged as an extra, or one term's charges in lieu for the activity will become payable.

(d) **Waiver** – Any waiver of the notice requirements of this clause will be effective only when written and signed by the Head. If the Head accepts provisional notice, it is valid for only one term at a time and only if acceptance by the Head is evidenced in writing.

(e) **Who must provide notice** – A notice of withdrawal of a pupil served under this contract must be in writing and signed by all 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 for the pupil have signed such notice).

6. REMOVAL OF A PUPIL

- (a) **Circumstances** – The Head has the right to request parents to remove a pupil from the School where, in the opinion of the Head, such removal is in the interest of the pupil (or other pupils) and/or the School or where fees are unpaid and/or where the pupil's attendance or progress is unsatisfactory. There will be no refund of fees for the balance of the term when such request is made but the parents will not be liable to pay a term's fees in lieu of notice.
- (b) **Permanent exclusions (expulsions)** – A pupil may be permanently excluded at any time if the Head is reasonably satisfied that the conduct of the pupil or parent(s) (whether on or off School premises and in or out of term-time) has been significantly prejudicial to good order or school discipline or to the reputation of the School; or if for some other reason the continued presence of the pupil or parent(s) is incompatible with the interests of the School or the interests of the pupil or other pupils; or if the conduct of the pupil or parent(s) is otherwise not in accordance with the obligations set out in this contract. The Rewards and Sanctions Policies (and linked policies, for example Anti-Bullying and Pupil Codes of Conduct) for both Senior School and Junior School set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive. There will be no refund of fees for the balance of the term when the pupil is excluded but the parents will not be liable to pay a term's fees in lieu of notice.
- (c) **Discretion** – The decision to request withdrawal of the pupil from the School and the manner and form of any announcement shall be at the discretion of the Head.
- (d) **Access to School site** – A Pupil who has been withdrawn or excluded from the School has no right to enter School premises without the written permission of the Head.
- (e) **Panel Review** – Parents may ask for a Governors' review of a decision permanently to exclude or request the withdrawal of a pupil from the School (but not a decision to temporarily exclude a pupil unless the suspension is for eleven School days or more, or would prevent the pupil from taking a public examination). The request must be made as soon as possible and in any event within seven days of the decision being notified to the parents. The Head will advise the parents of the procedure (current at the time) under which such a review will be conducted by a panel of Governors. The Head shall have complete discretion as to whether to implement the suspension or exclusion of the pupil pending the panel's decision. The School Complaints Policy contains further details.
- (f) **Impact on this contract** – Provided the parents have paid the School's final invoice, this contract will terminate with immediate effect in cases of exclusion or required removal.

7. RECOVERY OF UNPAID FEES

- (a) **Interest** – Whether or not the pupil has been excluded the right is reserved to charge interest at 2% per month or such other rate as may be set by the Governors from time to time on unpaid fees.
- (b) **Costs** – All costs incurred in the collection of unpaid fees including the School's administrative costs and any costs and disbursements paid to solicitors or others acting on behalf of the School shall be recoverable in full.
- (c) **Outstanding fees** – The School reserves the right to inform any other school or educational establishment to which parents propose to send their children about any outstanding fees.

8. PARENTAL AND SCHOOL OBLIGATIONS

- (a) **Co-operation** – In order to fulfil the School's obligations under this contract and to maintain a constructive and good faith relationship with the parents, the Head and School staff require and reasonably expect the co-operation

of the parents, in particular by fulfilling their own obligations under this contract. This includes keeping the School up-to-date and informed of matters which affect or may affect the pupil or the parents (including matters affecting the parents' ability to pay the fees) and ensuring that all details or other information notified or otherwise disclosed to the School about the pupil are accurate, truthful and not misleading.

(b) **Parental Authority** – The parents authorise the Head while the pupil is in the care of the School to take and/or authorise in good faith all decisions that safeguard and promote the welfare and proper education of the pupil. Unless parents notify the School to the contrary, they consent to the pupil participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

(c) **Consultation between Parents** – The parents acknowledge and agree that prior to and during the pupil's time at the School, the School is entitled to assume that they have consulted one other as regards decisions about the pupil. The School is entitled to treat any communication from the School as being provided to both parents. Except under clause 5(e) above (which requires notices of withdrawal by all holders of parental responsibility), the School shall be entitled to treat any communication from one parent as having been given on behalf of both parents.

(d) **Court Orders and Precautions** – The Head must be notified in writing immediately of any court orders in relation to the pupil, for example in relation to parental responsibility, residence, contact, welfare, education, upbringing, prohibited steps, specific issues or periodical payments. It is the responsibility of the parent to inform the Head immediately and in writing - and by personal visit in the case of urgency - if the School is required to take any special precautions for the protection of the pupil or if the circumstances arise such that any parent may be unable to pay fees in the future.

(e) **Emergency Medical Treatment** – The parents grant to the School authority to give consent while the pupil is in the care of the School to the implementation of any emergency medical treatments or procedures which are certified by a medical practitioner to be necessary to the health or safety of the pupil. Every reasonable effort shall be made to contact the parent in such circumstances.

(f) **Medical Supervision** – Parents must, on the pupil's entry to the School, complete and return to the School Nurses the School's medical questionnaire giving details of any health or medical conditions, disabilities or allergies. Parents must inform the School Nurses if the pupil develops any medical condition or health problem or will be unable to take part in physical education or sporting activities or has been in contact with any infectious or contagious diseases. For the duration of any disease or illness (posed by or to the pupil) the School will not permit the pupil to remain at the School without the consent of the School's medical advisor. The Head may at any time, at the expense of the School, require a medical certificate from the pupil's general practitioner; or the Head may, where reasonable grounds for suspicion exist, order a test to establish the presence or otherwise of drugs or harmful substances. In circumstances where the pupil is not able to attend, the School will try to continue providing education to the pupil remotely where this is appropriate and reasonable.

(g) **Attendance** – The parents agree to reinforce the expectation that all pupils are expected to play a full part in the activities of the School, to attend punctually on each School day (including the two compulsory Saturday functions of Open Day and Speech Day/Founder's Day) and to play for School teams (or participate in the activities) when selected. Parents may not take pupils on holiday during the School term without the prior consent of the Head (or relevant Head of Section acting with the Head's authority). Temporary leave-of-absence during the School day for medical or other important appointments requires prior consent.

(h) **Absence** – The School must be informed as soon as possible of any reason for a pupil's absence. Wherever possible, the School's prior consent for absence should be sought, usually from the relevant Head of Section, acting with the Head's authority.

(i) **Parental Absence** – The parents must notify the School if they will be absent from the main residential address overnight or longer while the pupil remains at School. In these circumstances, the School will require in writing the contact details of the responsible adult caring for the pupil throughout the parents' absence.

(j) **Personal, Social, Citizenship, Health Education** – The parents acknowledge that pupils will undertake an age-appropriate programme of PSCHE which will promote an understanding of human anatomy and physiology, emotional and physical development, relationships and sexual activity, contraception, the transmission of sexual diseases, smoking, alcohol, drugs and other harmful substances, both legal and illegal. The programme will involve consideration of attitudes, values, beliefs and ethics.

(k) **Conduct at School** – Pupils are expected to abide by the Pupil Code of Conduct, to behave with respect and good manners to all those whom they meet in the course of the School day, both in person and online, and to show a proper respect for the School environment. Parents are expected to support the School by helping to reinforce and uphold the Pupil Code of Conduct.

(l) **Special Educational Needs (SEN)** – Parents should notify the Head in writing, with copies of all written reports and other relevant information, if they are aware or suspect that a pupil has a SEN. For its part, the School will do all that is reasonable to detect and support appropriately pupils with SEN. School staff are not able to make a formal diagnosis of conditions such as those commonly referred to as dyslexia, or of other SEN. The screening tests used by the School are indicative only; they are not infallible. However, if a screening test indicates that a pupil may have a SEN then the parents will be notified. The School will, after discussion, advise parents on how they may, at their own expense, obtain a formal assessment, specialist advice or specific educational support. Given due notification the School will, where reasonable and appropriate, apply to examination boards for special arrangements in public examinations. These applications must be supported by reports from specialists, which parents must obtain at their own expense. The final decision in such matters rests with the examination board.

(m) **Home Supervision** – All pupils are required during term time to reside with one or more parents. The Head of Section (who act with the Head's authority) must be informed in writing and given the name, address and telephone number of a suitable adult who will be responsible for the pupil and with whom the pupil will reside if both the parents will be away from home overnight during term time and to whom responsibility for making decisions relating to the pupil has been delegated by the parents.

(n) **Right to reside and study in the UK** – It is a condition of this contract that a pupil has, throughout the course of his/her time at the School, the right to enter, reside and study in the UK. It is the responsibility of the parents to ensure that this is secured, although the School will provide appropriate assistance where possible. Where, for whatever reason, the right to reside and or study in the UK is removed from the pupil, then the pupil's education at the School may cease with immediate effect at the discretion of the Head and/or as may be required by the UKVI or the appropriate government department. Fees in lieu of notice will be payable as if cancelling acceptance (under 5a) or giving written notice (under 5b).

(o) **Concerns/Complaints** – Parents who have cause for concern in relation to the care, discipline or progress of a pupil must inform the Head without delay and in writing. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request.

(p) **Examinations** – The School will enter a pupil for an examination only if the Head is satisfied that such is in the best interest of the pupil.

(q) **Religious observance** – Religious observance at the School will be conducted in accordance with the School Rules. In recognising the importance of the spiritual dimension of human life, Alleyn's is supported by a School Chaplain and a Foundation Chaplain, both of whom are ordained ministers in the Church of England. All pupils are expected to

attend assemblies, which are often of a religious character. The School upholds, and seeks to be guided by, the values of the Christian tradition.

(r) **Monitoring** –The School may, subject to applicable data protection legislation and as set out in the School's *IT Acceptable Use Policy for Pupils*, monitor the pupil's email communication, internet use, and use of social media. The School may do this for various reasons, including ensuring compliance with the School's rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

9. EVENTS OUTSIDE OUR CONTROL

An event outside our control ('event') will include but not be limited to acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including from a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination.

If an event occurs which prevents or delays the School's performance of any of its obligations under this contract, the School shall give 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 its obligations which are prevented by the event, and while it continues. To the extent reasonably practicable in the circumstances the School shall try to continue to provide educational services, including by providing appropriate educational services remotely.

10. INSURANCE

(a) **Personal Property of the Pupil** - The School does not accept responsibility for a pupil's personal property. Parents should make certain that their own insurance will cover the pupil's personal property whilst at School, on the way to or from School or on any School activity away from School.

(b) **Responsibility for information about insurance provided** – The School will supply, on written request, details of insurances that are available from time to time such as a school fees protection scheme and a personal accident scheme. However, the School does not undertake to provide or maintain any insurance covers beyond those it is required to have by law. The School is not an agent of the parents for insurance purposes. Parents must in each case satisfy themselves that the pupil has the insurance cover required.

(c) **Responsibility** – The School cannot accept any responsibility for the welfare of a pupil while off the School premises unless he/she is taking part in a supervised official School activity.

11. COPYRIGHT, PATENT AND DATA PROTECTION

(a) **Rights** – The School reserves sole rights in any literary, musical, dramatic or artistic work or invention created by the School. The School acknowledges the right of the pupil to assert copyright or patent rights in works of which the pupil is the sole author.

(b) **Photographs or video film** – parents agree that photographic or video recordings of a School activity in which the pupil appears may be used by the School for marketing and publicity purposes, in the School prospectus and on its website. Images made by parents at School events are for personal use only should not be disseminated via any means.

(c) **Personal Data** – Although there are circumstances when it is appropriate to seek parental consent, data protection and privacy rights belong to the individual. Children of average maturity will, from the age of around 12, have

sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves. The law recognises that it is not always practical for the School to obtain consent for every use it makes of personal data. Please also see the Privacy Policy on the School website.

How the School may use personal data:

References: The School may supply information and a reference about the pupil to an educational institution the pupil might attend. Such references will be confidential and the School will ensure that information supplied is accurate, and opinions expressed are fair. However, the School cannot be responsible for any alleged loss by the parent or pupil as a result of opinions reasonably given.

In connection with running the School: Names, contact details, school records, photographs and video recordings may be used both during and after the pupil is at the School, for purposes of:

1. Managing relationships between School and pupils/parents and fulfilling obligations under this contract;
2. Promoting the School to prospective pupils and parents;
3. Publicising the School's activities;
4. Communicating with the school community and the body of former pupils.

For sending information about the pupil to the parents: Those with parental responsibility are entitled to receive information about the pupil from the School (including school reports, materials concerning progress, development or education generally). The School will disclose such information as a matter of routine unless it is restricted from doing so by a court order or similar or by any other legal requirement.

Tier 4: The School must comply with its responsibilities as a licensed sponsor under Tier 4 of the Home Office's system for immigration. The School may supply information relating to their own, and that of the Pupil, right to reside and/or study in the United Kingdom to the UKVI (United Kingdom Visas and Immigration) unit of the Home Office.

Data Protection Law: The School will process personal data about the parents and the pupil in accordance with the General Data Protection Regulation and other related legislation. Such data will be processed:

- As set out above and as outlined in the School's Privacy Policy and Privacy Notices, as may be amended from time to time;
- In order to comply with any court order, request from or referral to an appropriate authority or legal, regulatory or good practice requirement; and
- To perform the School's obligations under this contract, and where otherwise reasonably necessary for School purposes.

12. ENDING THIS CONTRACT

(a) **School's right to terminate** – The School may end this contract at any time by notice in writing to the parents, without any obligation to return any deposit or fees paid, if:

1. the parents do not make a payment to the School when it is due and still do not make payment within fourteen (14) days of the School's reminder;
2. the parents (or either of them) make a serious misrepresentation of facts or circumstances to the School, or they (or either of them) withhold important information from the School, about themselves and/or the pupil or that is relevant to the provision of education by the School to the pupil (such as misrepresenting at any point in time (and whether by act, omission or withholding of information) that the parents and/or the pupil is legally entitled to enter, reside and/or study in the UK);
3. the parents (or either of them):
 - a. are unable, following the School's request, to demonstrate their ability to pay the fees and extras due under this contract;

- b. are otherwise unable to pay their debts as they fall due;
 - c. are the subject of a bankruptcy petition or order; or
 - d. enter into an individual voluntary arrangement; or
4. the parents otherwise do not comply with (ie, breach) their obligations under this contract such that the School has a legal right to end the contract because of something the parents have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

(b) **The parents' rights to end this contract** – The parents may end this contract at any time by notice in writing to the School if they:

- 1. have a legal right to end the contract because of something the School has done wrong; or
- 2. the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

(c) **When this contract will end if not terminated early** – For the avoidance of doubt and without the School having to provide the parents with notice, this contract shall end on the settlement of the School's final invoice or the end of the pupil's schooling, whichever is later. This may be at the end of the Junior School or year 11 (as applicable) if the pupil does not meet any requirements imposed by the School under clause 2(d) above for entry to the Senior School or Sixth Form.

(d) **Ending the contract will not affect any accrued rights** – Once this contract ends, it will not affect any legal rights or obligations that either the parents or the School has that may already have arisen. After this contract ends, the parents and the School will keep any rights they have under general law.

13. GENERAL CONDITIONS

(a) **Waiver** – If the School chooses not to enforce any part of this contract, or delays enforcing it, this will not affect the School's right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if the School cannot enforce any part of this contract, this will not affect the School's right to enforce the rest of this contract.

(b) **Progress Reports** – The School monitors the progress of each pupil and reports to parents via a combination of written reports, grade sheets and Parents' Evenings.

(c) **Reports and References** – Information supplied to parents and others concerning the progress and character of the pupil, and about examination, further education, 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.

(d) **Variations** –The School may in its discretion and on such notice (if any) as the School considers reasonable vary any or all of these and its other terms and conditions from time to time. The School reserves the right to make any alterations at any time to the way in which the School is run, to the situation of the School and any part of it and to any aspect of the School (including the curriculum). Such changes will not give rise to any reduction in fees. Where reasonable and practicable a term's notice of such changes will be given.

(e) **Prospectus and Website** – In the prospectus and on the School's website are set out some general details of the School, its history and facilities.

(f) **Address for Correspondence** – Each written communication from the School will be addressed to one or more individuals and sent by the School's email system (Alleyn's Post), by ordinary pre-paid post or handed personally to the addressee. Some routine circulars, newsletters and calendars may be distributed via the pupils. The postal address of the School is: Alleyn's School or Alleyn's Junior School, Townley Road, London SE22 8SU. The postal

address of the parent or any other person is deemed to be the address given on the Acceptance Form or (if different) the address shown on the School's Entry List or the last known address of the addressee. Parents are required swiftly to notify the School of any change of address of any person who has signed the Acceptance Form.

(g) **Interpretation** – Headings and sub-headings are for the ease of understanding only and do not form part of these terms and conditions.

(h) **Law** – The contract between the parents and the School is governed by English Law and the School and the parents must bring legal proceedings in respect of this contract in the English courts.

Contacts

Postal address:	Alleyn's School or Alleyn's Junior School, Townley Road, Dulwich, London SE22 8SU
Telephone No.:	020 8557 1500 (main switchboard & Reception)
Head, Alleyn's School:	Mrs Jane T Lunnon, BA
Head, Alleyn's Junior School:	Mr Simon Severino, MA (Oxon)
Chair of Governors:	Mr Iain Barbour, via the Clerk to the Governors, Mrs M McGregor, c/o Alleyn's School, Townley Road, London SE22 8SU

Details of the School's Vision and Values are available on the website www.alleyns.org.uk

Alleyn's School Registered Charity Number 1057971