



# Fettes College

## TERMS AND CONDITIONS

**What these terms cover.** These are the terms and conditions on which we provide educational services.

**Why you should read them.** Please read these terms carefully before you accept our offer of a place at the School for your child. These terms tell you who we are and how and on what basis the School will provide educational services.

In these terms you will see some parts written in bold or highlighted to stand out. This is in an effort to draw certain provisions to your specific attention because they are important to the good management and operation of the School and our provision of educational services.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Bursar on [bursaroffice@fettes.com](mailto:bursaroffice@fettes.com) to discuss.

### 1. Definitions

- (a) Meanings of some words and phrases we use in these terms and conditions. In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

"**Acceptance Form**" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"**Additional Deposit**" means an additional cash deposit of one term's fees which may, in the sole discretion of the School, be required from the parents of a child on his/her entry to the School;

"**Child**" means a child of whatever age admitted by the School to be educated, and includes any pupil aged 18 or over;

"**Complaints Procedure**" means the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the School. It does not form part of the contract between you and the School. A copy of the most up-to-date procedure is on the School's website and contained within the School Handbook; the Complaints Procedure is otherwise available from the School at any time upon request;

"**Contract**" has the meaning given in Clause 1(c) below;

"**Deposit**" means the amount set out and referred to as the Deposit in the Acceptance Form;

"**Extras**" means the items referred to in Clause 4(b) below;

"**Fees**" means the termly fees set out in the Schedule of Fees;

"**FIA Terms and Conditions**" means the supplemental terms and conditions relating to the School's fees in advance scheme;

"**Head**" means the person appointed by the Governors of the School to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated;

"**Houseparent**" means the adult individual responsible for the running of a boarding house with which a child is associated;

"**Schedule of Fees**" means the Schedule of the School's prevailing fees notified to you from time to time and a copy of which is available on the School's website and from the School at any time upon request;

"**School Handbook**" is the document (there being separate versions for the Preparatory School and the Senior School) setting out information on the ethos, organisation and routine of the School as may be amended from time to time;

"**School Rules**" means the body of rules of the School, as may be amended from time to time, set out in the School Handbook. A copy of the then current version of the School Rules is provided to each child on entry to the School. Parents will be notified of subsequent changes;

"**Term**" means a term of the School, of which there are currently 3 per year, with dates as notified to parents from time to time;

"**a Term's Notice**" means **written** notice given not later than the first day of the term *before* the term to which the notice relates<sup>1</sup>;

"**Terms and Conditions**" means these terms and conditions as may be amended from time to time;

"**We**", "**us**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1(b) below; and

"**You**" or the "**Parents**" means each person who has signed the Acceptance Form as a parent of the child, or a person who, with the School's express written consent, replaces a person who has signed the Acceptance Form.

In these terms and conditions, we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words "**for example**", "**includes**" or "**including**". When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

With reference to any definition referred to in the Terms and Conditions this shall encompass lower case as well as upper case; for example, "We" may read "we".

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

- (b) Who we are. Fettes College is a registered Scottish Charity, No SC051259 whose principal address is 2 Carrington Road, Edinburgh, EH4 1QX or any successor body carrying on the business of the School from time to time. The primary purpose of the body corporate is to govern and manage Fettes College.
- (c) Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **School Rules** the **FIA Terms and Conditions** and these **terms and conditions** (as in each case may be varied from time to time) form the terms of an agreement (the "**Contract**" or "**this contract**") between you and the School. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.
- (d) Statutory obligations. To comply with our statutory obligations aimed at preventing money laundering and corruption, we must carry out various checks and procedures and will not be able to accept your child into the School until these procedures have been completed to our satisfaction. We will require you to provide evidence of your identity or the identity of any party paying fees on your or your child's behalf. This will normally be a certified copy of your passport or other form of national identity card

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<sup>1</sup> So, if, for example, a term's notice is required to withdraw your child with effect from the start of the *summer* term (which is the term to which the notice relates) then **a term's notice** means you need to tell us in writing about the withdrawal, at the latest, on the first day of the *spring* term immediately before.

certified by a notary or solicitor. We are required to keep records of that evidence whilst your child remains at the School. We may use the services of an electronic data provider to verify the information you provide and a charge may be made for this. We may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person connected with you) criminal activity whilst delivering the service we provide to you. We may also terminate the contract we have with you and ask you to remove your child from the school if you fail to comply with your obligation to provide evidence of identity or we suspect that you, or any other party connected with you is involved in activities proscribed by law.

## 2. **Acceptance and Deposit**

- (a) *How you accept our offer of a place.* An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the Deposit.
- (b) *The non-refundable status of the Deposit.* **The deposit is not refundable if your child fails to take up a place at the School.** The limited exception to this is where the School actually fills the specific vacancy created by your child's withdrawal, in which case the School shall refund the Deposit to you less it costs in administering your dealings with the School or a reasonable estimate of those costs<sup>2</sup>.
- (c) *How we use the Deposit.* Unless you have indicated on the Acceptance Form or otherwise in writing that you would like to donate the deposit to the Fettes Foundation, the deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.
- (d) *Additional Deposit.* This may, in the sole discretion of the School, be required from the parents of a child on his/her entry to the School. Any such additional deposit will be held by the School throughout the child's attendance at the School as part of the General Funds of the School and will be credited, without interest, to the final account of the child on leaving the School. **The additional deposit will, however, be refunded in the event that the child does not take up a place at the School.** Any such deposit may be applied only in the event that a full term's fees remain unpaid at the commencement of the following term.
- (e) *Requirement for you to increase the Additional Deposit.* When your child enters the Senior School from the Prep School, you shall pay a further sum equivalent to the difference between the Additional Deposit already paid and the Additional Deposit payable for the Senior School to secure the place.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the School and what happens if you withdraw at that stage. The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about schooling for their children as it means we are less likely to fill the place. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

## 3. **Withdrawing your Acceptance of a Place before your child joins the School**

- (a) *The period of notice we require.* **If you wish to withdraw your acceptance of a place before your child starts at the School you must give us written notice before the first day of the term immediately preceding the term in which your child was due to start.** This means that if, for example, your child is due to start at the School in September at the start of an academic year then you would need to tell us

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<sup>2</sup> You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to find a replacement.

in writing that you wish to withdraw your acceptance of a place on or before the first day of the preceding summer term (i.e. the final term of the previous academic year).

- (b) **If we receive that period of notice. If you provide that period of notice, you will lose the Deposit (subject to repayment under Clause 2(b) above) but no further fees will be payable.**
- (c) **If we do not receive that period of notice. If you do not provide us with written notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the School as a debt. The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the Deposit(s) you have paid (without interest) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.**

**PLEASE READ THIS NEXT SECTION CAREFULLY - it deals with your responsibility to pay the fees and extras.**

#### **4. School Fees, Supplemental Charges and Payment**

- (a) **What the fees include.** The fees include all the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, which are included in the fees unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).
- (b) **What the fees do not include: extras.** We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as **extras**. By way of example, any extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged accordingly. In addition, educational materials, all public examination charges and additional charges incurred by the School in providing for the special educational needs of your child may also be charged as extras. A more comprehensive summary of extras is included within the School Handbook.
- (c)
  - (i) **Who is responsible for ensuring payment.** **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and extras due are paid to the School. This is because this contract applies to all signatories together and each of you on your own.** Each of you remains liable to the School for all of the fees and extras due unless and until the School has expressly agreed in writing with each of you to look exclusively to one of you or to any other person for payment of the fees and/or any extras. Each person who signs the Acceptance Form has an individual responsibility to ensure that the fees and extras owing to the School are paid. In practice this means that if fees or extras have not been paid to the School then in order to recover the outstanding payments, the School can enforce payment of the full amount outstanding from either signatory.
  - (ii) **How bursary, etc. awards are treated.** If your child has been awarded a scholarship or bursary, your responsibility will be to pay the amount of fees and extras due after taking account of that award. **An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.** Where it appears likely to the Head that an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary you give notice in writing that your child is withdrawn from the School, no fees in lieu of notice will be payable by you.
- (d) **How the fees are charged and payment requirements.** **Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you no later than the first day of that term.** Each term's fees will be included in an invoice sent to you (or (a) to one of you or (b) such other

person(s) as the School may have agreed separately shall pay the fees in terms of Clause 4(c)(i) above). The fees must be paid in full by cleared cheque or direct bank transfer on or before the first day of the term to which the invoice relates. **We may not allow your child to attend the School if you do not pay on time.**

- (e) Payment of extras. All extras in respect of the previous term will be included in the fee invoice for the coming term. **All such extras must be paid in full by cleared cheque or direct bank transfer on or before the first day of the then forthcoming term.**

**PLEASE READ THIS NEXT SECTION CAREFULLY** - *it sets out what rights we have, and what action we may take, if fees and/or extras are not paid in accordance with these terms and conditions.*

- (f)
- (i) Non-payment of fees: suspension of School attendance. **We may refuse to allow your child to attend the School or withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.**
- (ii) Non-payment of extras: suspension of participation in the relevant activity. **We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable extra for that activity or examination(s) remains unpaid.**
- (iii) We can charge interest if you pay late. If you do not make any payment to the School by the due date for payment (see Clauses 4(d) and 4(e) above) we may charge interest to you on the overdue amount at the compound rate of 3 per cent a year above the base rate from time to time of the School's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. **You must pay the School the interest together with the overdue amount.**
- (iv) We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or extras from you (including reasonable legal costs being costs that may be allowable by the courts if judgment was made in the School's favour).
- (v) We can notify other educational institutions of your outstanding payments. **We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or extras.**

**PLEASE READ THIS NEXT SECTION CAREFULLY** - *it sets out our right to increase the fees during the course of your child's time at the School.*

- (g) Our ability to increase the fees. **We will review our fees during the course of your child's education (usually annually) and may increase them. If we give you notice of an increase in fees which exceeds 5%, you will be entitled to withdraw your child from the start of the following term PROVIDED THAT you give the School notice in writing of the withdrawal within twenty-one (21) days from the date when notice of the increase in fees is given. If you provide this notice you will not need to give a term's notice or pay fees in lieu of notice and will be able to withdraw your child without being responsible for fees for the next term.**
- (h) Fees and extras will not be reduced due to your child's absence. Fees and any agreed extras will not normally be reduced or refunded as a result of absence due to illness or otherwise. If your child takes

study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees or extras will be made in respect of such periods spent at home.

- (i) How fees are discharged under our 'Fees in Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School. Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (i.e., where you have made a capital payment in respect of all or part of the fees due under this contract) the School will administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and extras due in respect of your child each term under this contract. For the avoidance of doubt, the School will provide an annual statement of account in respect of the fees and extras and the difference shall be payable in accordance with the terms of this contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out what period of notice we require from you if you wish to withdraw your child from the School, change your child's status at the School or remove your child from participating in an activity for which there is an extra charge.

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or extras you would have saved had the required period of notice been given – we refer to the relevant sum as "**fees in lieu of notice**".

## 5. Notice Requirements

- (a) Notice to withdraw your child from the School. **Without prejudice to 4(c)(ii) and 4(g) above, if you wish to withdraw your child from the School (other than at the normal leaving date), you must either give us a clear term's notice to that effect or pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term if a term's notice had been given.** This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (i.e., at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (i.e., the final term of the preceding academic year).
- (b) Notice to change your child's place at the School. **If you wish to change your child's place at the School from a boarding to a day place you must either give a term's notice or shall pay to the School the difference between the boarding and the day fees in lieu of notice, at such rate as would have been charged for the final term of boarding provision if a term's notice had been given.**
- (c) When the relevant amount in lieu of notice must be paid. In cases under 5(a) or 5(b) above, the appropriate sum in lieu of notice will become payable by you to us as a debt on the first day of the term which would have been the final term if a term's notice had been given.
- (d) Notice to withdraw your child from participating in an activity covered by an extra charge. If you wish to withdraw your child from an activity charged for as an extra, you must either give a half-term's notice to that effect or pay to the School as a debt a term's charges for the activity in which your child has ceased to participate.
- (e) Withdrawal part-way through a term does not reduce the amount you owe to the School. **The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or extras due, or to obtain a refund of fees or extras, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.**

## 6. School Rules

- (a) Compliance with the School Rules. It is a condition of remaining at the School that your child complies with the School Rules and appropriate standards of behaviour, appearance and dress. In addition, you will ensure that your child attends School punctually and that your child conforms to any rules we may issue (if not already included within the School Rules).
- (b) We may undertake drugs testing of your child. **The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules.** The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) Monitoring your child's email communications, internet use, and use of social media. **The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media.** We may do this for various reasons, including ensuring compliance with the School 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.

## 7. Suspension, Exclusion and Required Removal

- (a) The Head's discretion to suspend or exclude your child from the School. The Head may in his or her discretion suspend or, in serious or persistent cases, permanently exclude your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or permanent exclusion is in the School's best interests or those of your child or other children.
- (b) Where you can find examples of situations resulting in suspension or exclusion. The School Rules set out examples of situations likely to be punishable by suspension or permanent exclusion. These examples are not exhaustive and the Head may decide that suspension or permanent exclusion for other offences is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.
- (c) The Head's discretion to require you to permanently remove your child from the School. Instead of permanent exclusion or suspension, the Head may in his or her discretion require you to remove your child from the School if the Head considers that:
  - (i) your behaviour or conduct (or the behaviour or conduct of one of you) is unreasonable and/or adversely affects (or is likely to adversely affect) your child's or other children'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 leads to a breakdown in trust between you and the School and/or is not in accordance with your obligations under this contract where we have cancelled this contract under Clause 13 below;
  - (ii) your child's attendance or progress is unsatisfactory and, in the opinion of the Head, the permanent removal is in the School's best interests and/or those of your child or other children.
- (d) What happens if your child is suspended, excluded or permanently removed from the School.

Should the Head exercise his or her right under either Clause 7(a) or Clause 7(c) above you will not be entitled to any refund or remission of fees or extras due (whether paid or payable) in or relating to the term in which your child is excluded, removed or suspended and (save in the case of suspension) the Deposit will be forfeited meaning that the School will retain the Deposit. Without prejudice to the immediately preceding sentence, if you are required to remove your child from the School as a result of the Head exercising his or her discretion under Clause 7(c)(ii) above then the Deposit will be credited in terms of Clause 2(c) above.

If your child is permanently excluded or you are required to remove your child from the School, fees in lieu of notice will **not** be payable and any fees and/or extras that have been prepaid for or relating to any term after the expulsion/required removal will be refunded.

- (e) Impact of exclusion or required removal on this contract. Provided the School has received payment of its final invoice, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.
- (f) Your right to have disciplinary matters or decisions reviewed You may be entitled to have any disciplinary matters or decisions taken under this Clause 7 reviewed in terms of the Complaints Procedure.

## **8. The School's Obligations**

- (a) The period of your child's schooling. Subject to these terms and conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling. However, the School shall not be obliged to permit your child to enter the sixth form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other circumstances the School considers relevant. The School may make a decision as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known and may make entry to the sixth form conditional upon the results of such examinations.
- (b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during term time and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **The School has no responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of School staff.** The School shall adhere to relevant legislation and guidelines ensuring best practice at all times.
- (c) Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury.
- (d) What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will if practicable try to obtain your prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion, unless you have previously notified us you object to blood transfusions.** The obligations in terms of this sub-clause 8(d) only apply if you have previously returned the annual Medical Consent form required for all pupils at Fettes and we reserve the right to exclude your child from School unless and until the completed form is received.
- (e) We will give you notice of significant changes. We will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect.
- (f) Monitoring your child's progress at the School. We will monitor your child's progress at the School and produce regular written reports. **We will advise you if we have any concern about your child's academic progress.**
- (g) Religious observance. Religious observance at the School will be conducted in accordance with the School Rules and your children will be expected to attend Chapel on a daily basis except with the express approval of the Head.



## 9. The Parents' Obligations

- (a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we need your co-operation including, in particular, you fulfilling your own obligations under this contract.
- (b) Examples of the co-operation and assistance we require. We request that you co-operate with the School and School staff in good faith, including by:
- (i) maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract);
  - (ii) encouraging your child in his or her studies, and giving appropriate support at home;
  - (iii) keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and extras for your child)
  - (iv) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
  - (v) providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education (including where the School may wish/need to provide such education remotely); and
  - (vi) attending meetings and keeping in touch with the School where your child's interests so require.
- (c) You must notify us of your child's health/medical conditions or special educational needs. **It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child.** You must throughout the period of this contract inform the School of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the matters referred to in this clause 9(c).
- (d) Circumstances where we may require you to keep your child away from School. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post). Any reference to keeping your child at home in this sub-clause 9(d) will apply equally, as appropriate, to the home of a responsible person/guardian in terms of clause 9(g) below.
- (e) You must notify us of any special arrangements needed for your child. You must throughout the period of this contract inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.
- (f) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or extras. In any such circumstances you must (whether upon request or otherwise) promptly

provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).

- (g) We require you to nominate a 'responsible adult'/guardian for us to contact in your absence. **It is a condition of your child's joining and remaining at the School that, if you are based overseas or expect to be absent for significant periods, you appoint a guardian for your child and inform the School, providing full details.** Specifically, the guardian will be a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child and act in your stead if the School is not able to contact you, including, without prejudice to the foregoing generality, the need to remove or care for your child away from school under Clause 9(d) above.
- (h) We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9(i) below, you (and each of you) accept that the School is entitled to treat any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it sets out who needs to sign a notice of withdrawal of your child.

- (i) We are entitled to require that notices of withdrawal must be signed by all of the parties who have signed the Acceptance Form referred to in Clause 4(c)(i) above. **A notice of withdrawal of your child served under this contract (i.e. under any of Clauses 3(a), 4(c)(ii), 4(g), 5(a) or 5(b) above) must be in writing and signed by all holders of parental responsibility for your child. The School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice.**
- (j) You must notify us of your child's absence from School. The Houseparent must be informed as soon as possible in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (k) Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive days during term time then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- (l) Raising concerns with the School and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. 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.

## **10. Insurance**

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or your child's property while at School, including without prejudice the foregoing generality, for the payment of fees and extras due to absence of your child or closure of the School premises. You should refer to information on Insurance set out in the School Handbook.

**PLEASE READ THIS NEXT SECTION CAREFULLY**

*Although there will be circumstances when it is appropriate to seek a parental consent, data protection and privacy rights belong to the individual. The law considers that 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 and sometimes, but not always, the law may require that the decision of the child is more important than that of the parent.*

*In most cases, it will not in fact always be necessary or practical for us to obtain consent for every use we make of personal data of you or your child. The law recognises this but also requires that we set out clearly what these uses are as far as possible. Please also see our Privacy Notice available on the School's website ([www.fettes.com/admissions](http://www.fettes.com/admissions)).*

**11. How we may use Personal Information: References, Confidentiality and Data Protection**

- (a) We may provide a reference for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we are not responsible for any loss you or your child are alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (b) Use of information. We will need to use information relating to your child, and to you, for purposes connected with the running of the School. This will include name, contact details and school records, both whilst your child is at the School and after he or she has left, for the purposes of managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you.

In addition, we may also use photographs and video recordings for the purposes of:

- (i) promoting the School to prospective pupils/parents;
- (ii) publicising the School's activities; and
- (iii) communicating with the school community and the body of former pupils.

In respect of (i), (ii) and (iii) of this clause 11(b), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels but only where such use is in accordance with the School's Privacy Notice, as may be amended from time to time, which is available on the School's website.

- (c) You are required to notify us of changes to information held, or to circumstances relating to, you and/or your child. You must:
- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
  - (ii) inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.
- (d) As Student sponsor we need your consent to us providing certain information to UKVI. In order to comply with our responsibilities as a licensed student sponsor under the Home Office's points-based system for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the *United Kingdom Visas and*

*Immigration (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not).*

- (e) *We will send information (e.g., school reports) about your child to you as a matter of course.* You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons unless the School is prevented from doing so by a legal requirement.
- (f) *Data Protection Law.* The School will process personal data about you and your child in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 and other related legislation. We will process such personal data:
- (i) as set out in this Clause 11, and in the School's Privacy Notice, as may be amended from time to time, which is available on the School's website;
  - (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
  - (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

## **12. Changes in Ownership, etc**

*The circumstances in which we may transfer this contract to someone else.* For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you if we plan to do this. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - *it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling).*

## **13. Ending the Contract**

- (a) *Our rights to end the contract.* Without prejudice to the terms of clause 7, the School may end this contract at any time by notice in writing to you, without any obligation to return any Deposit, fees or Extras already paid if:
- (i) you and/or the party who has agreed to pay fees or Extras in terms of Clause 4(c)(i) above (a) do not make a payment to us when a payment is due and (b) still do not make payment within fourteen (14) days of us reminding you that such payment is due;
  - (ii) you make a misrepresentation of facts or circumstances to us, or you withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child [such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not];
  - (iii) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
  - (iv) you are:
    - (a) unable, following our request, to demonstrate that you will be able to pay the fees and extras due under this contract;
    - (b) otherwise unable to pay your debts as they fall due;

- (c) the subject of a bankruptcy petition or order; or
  - (v) you enter into an individual voluntary arrangement; or
  - (vi) you otherwise do not comply with (i.e. you breach) your obligations under this contract such that we have a legal right to end this contract because of something you have done 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) *Your rights to end the Contract.* You may end the Contract at any time by notice in writing to the School if:
- (i) you have a legal right to end the contract because of something we have done; or
  - (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason other than as part of a planned restructure or change of ownership.
- (c) *When this contract will end if not terminated early.* For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or the end of your child's schooling, whichever is later. This may be at the end of the fifth form if your child does not meet any requirements imposed under Clause 8(a) for entry to the 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 you or we have that may already have arisen.

**14. Events outside our, or your, control**

- (a) *What we mean by an "event outside our/your control".* We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 14 we shall refer to these as an "event".
- (b) *What happens if we are affected by an event outside the School's control.* If an event beyond the School's control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably to prevent and/or minimise the effect of the event, and subject to Clause 14(c), the School will not be responsible for failure to perform those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- (c) *Circumstances in which we may refund fees to you.* If the School is wholly unable to perform its obligations under this contract for a continuous period of more than fourteen (14) consecutive days, you shall not be required to pay the fees for the period of the term affected, prorated proportionately. Accordingly, and as the case may be, if the fees for the period of the term affected:
- (i) have already been paid, then you will be refunded such proportion of the fees; or
  - (ii) have not been paid because the period of the term affected includes the first day of the term (and fees only became due on the first day of the term) then you shall not be required to pay such proportion of the fees.

If 14(c)(ii) above applies, then the balance of the fees for the term affected shall be paid by you to the School on the date when the School resumes performance of its obligations under this contract.

- (d) *Events lasting more than 6 months.* If the School is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, the School shall notify you of the

steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

#### **15. Communications between you and the School**

- (a) *Notices must be in writing.* When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- (b) *We will use the contact details held by the School to contact you.* Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**
- (c) *How to provide written notice to the School.* Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:
  - (i) sent by email to the School using this email address: Headmaster@fettes.com
  - (ii) delivered by hand to the School;
  - (iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
  - (iv) otherwise sent to the School's address by first- or second-class post.

**In light of the importance under the Contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3(a), 4(c)(ii), 4(g), 5(a), 5(b) or 5(d) above of the Terms and Conditions you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 3 working days (during a school holiday period) after sending the notice.**

#### **16. The Law that applies to this contract and where legal proceedings may be brought**

- (a) *The law that applies to this contract.* The contract between you and the School is governed by the Law of Scotland and either you or the School must bring legal proceedings in respect of this contract in the Scottish courts.
- (b) *Rights in relation to the enforcement of this contract.* If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. Furthermore, if we cannot enforce a part or parts of this contract, this will not affect our right to enforce the remainder of this contract.

#### **17. Changes to the Terms and Conditions**

*Reserving the right to change the Terms and Conditions.* We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.