



**Newcastle upon Tyne
Royal Grammar School**

Standard Terms and Conditions

As issued December 2020

1. Terminology

- a) **The School /We** means The Newcastle upon Tyne Royal Grammar School which includes the Senior School and the Junior School acting by the Governing Body as now or in the future constituted. It is assumed that a student will, subject to conduct and academic attainments, progress through the School from the point of entry and complete the final A-level year.
- b) **The Head** is the person appointed by the Governors of the School to be responsible for the student and includes those to whom any of the duties of the Head or the School have been responsibly delegated.
- c) **The Parents** means each person who has signed the acceptance and agreed to be bound by these Terms and Conditions individually and jointly. Parents are expected to give their co-operation, support and encouragement to the aims of the School and to uphold and promote its good name; to continue the student's education at home and to ensure that the student maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress. We are entitled to expect that Parents have consulted with each other and where applicable with anyone else with parental responsibility for the student regarding decisions relating to your child. Where applicable, you 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, you (and each of you) accept that the School is entitled to treat:
- i. any instruction, authority, request or prohibition received from one of you as having been given on behalf of both parents; and
 - ii. any communication from the School to one of you as having been given to both of you unless we receive an express contrary view.
- d) **The Parents** agree to provide such information as might reasonably be required by the School at the time of admission and, throughout the time their child remains a student at the School, to update such details immediately, should they change. These details include full contact details for Parents at home and work and contact details for person or persons who might be contacted if the Parents are not available.
- e) **The Parents** further confirm by signing the attached Acceptance Form that there are no court orders in place in respect of the care or living arrangements for the student or payment of fees and charges for his/her education. (In the event of there being any such orders, they must be disclosed to the School not later than the date of signing this Acceptance Form and the School reserves the right to retain copies of such orders.)
- f) **The Student** means the student named on the acceptance form.
- a) **The School's aims** are described on its official website (www.rgs.newcastle.sch.uk). In addition, the School seeks to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. As its statement of ethos explains, the School strives to offer the highest standards of teaching and pastoral care and welcomes parental contact. The School is an environment in which students are encouraged to participate in work and leisure activities with enthusiasm and commitment. All students are expected to behave with tolerance and understanding, respecting the needs of others.
- b) **Changes at the School:** a successful School must initiate and respond to change. The offer of a place and its acceptance are given on the basis that, in the interests of the School as a whole, reasonable changes may be made from time to time to these Terms and Conditions, to the size and location of the School, to its premises and facilities, to the academic and games curricula and the structure and composition of classes and the way the School is run, to the rules and disciplinary framework, to the length of the School terms and the School day and to any other aspect of the School. Fee levels will be reviewed each year and there will be appropriate increases from time to time: Parents/guardians will be given notice of any proposed changes. If the ownership or legal status of the School changes, the School's rights and obligations under these Terms and Conditions will be deemed assigned to the new entity. Parents will be given adequate notice of any significant proposals or change of policy likely to affect the School community as a whole.
- c) **We will give you notice of significant changes.** Where practicable, we will give you notice of any planned 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. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 6(d) below. Following any such notice, the continued attendance of the Student at the School in the following academic year will amount to your acceptance of those changes.
- d) **The Standard Terms and Conditions:** we believe that these Standard Terms and Conditions reflect the customs and practice of independent Schools for many generations. The rules about change and about notice and fees in lieu of notice and the other rules set out below are provided in good faith. They promote stability, forward planning and the proper resourcing and development of the School. They help also to protect Parents from increases in fees and liabilities caused by the defaults of others. Any waiver is effective only if given in writing by the Head or the Bursar personally. The published fees and charges and the School Rules, as varied from time to time, are part of these Terms and Conditions. Nothing in these Terms and Conditions affects the statutory rights of Parents.

2. The School's aims

3. Care and good discipline

a) **Parents' authority:** the Parents authorise the Head to take and/or authorise in good faith all decisions that safeguard and promote the student's welfare. The Parents' consent to such physical contact with the Student:

- i) as may accord with good practice;
- ii) as maybe appropriate and proper for teaching and instruction;
- iii) to provide comfort to a student in distress;
- iv) to maintain safety and good order; or
- v) in connection with the Student's health and welfare.

The Parents also consent to the Student participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated

Corporal punishment is not used by the School.

- b) **Conduct and attendance:** the School attaches importance to courtesy, integrity, manners and good discipline. The student is expected to take a full part in the activities of the School, to attend punctually on each School day, to work hard, to be well behaved and to comply with the School rules. All students will (from time to time) receive PSH Education appropriate to age in accordance with the curriculum. The School must be informed as soon as possible in writing or by telephone 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 other than for reasons of ill health.
- c) **The student's health:** the Head may at any time require a medical opinion or certificate as to the student's general health. Parents must inform the Head in writing if the student has or develops any known medical condition, health problem or allergy, or has been advised by the student's own doctor to notify others following contact with infectious diseases, or is unfit to take part in any School activities, including sports and games activities. Parents undertake not to send to School any child who by virtue of their state of health is not fit to attend. 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 may be required 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, we will try to continue providing education to your child remotely during such period. The School has a Medical Officer and a Nurse to assist in providing health care and advice for students and staff.

d) **Medical information:** Parents are required to complete a medical questionnaire for each student on entering the School, and consent to the School Medical Officer or a GP partner examining the student at any time while at the School. In order to ensure the health and safety of students participating in extra-curricular activities, Parents are also required to advise the School of any change in the health of the student and to complete further medical questionnaires in connection with team sports and overnight School trips. Information provided by Parents is deemed to have been disclosed to the School and may be discussed in confidence between the Head and School Medical Officer without additional consent from the student or Parents. Parents are required to complete a separate and specific questionnaire and consent form when registering the student to take part in a School trip that involves an overnight stay. Additional information sent by Parents under separate cover, details of consultations with a student, and information provided by a healthcare professional will not be disclosed without express consent. The School Medical Officer will assess whether it is appropriate to seek such consent from the student or from his/her Parents. In the absence of such consent, the School Medical Officer will only disclose information to the Head where he/she deems it necessary in order to prevent death or serious injury to the student or a third party.

e) **Urgent medical attention:** If your child requires urgent medical attention while under the School's care we will, if practicable, try to contact you or a second emergency contact to obtain prior consent. However, if it is not practicable to contact you or the second emergency contact we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us in writing that you object to blood transfusions)).

f) **Conduct of the School:** the Head is responsible for the care and good discipline of students while they are in the charge of the School or its staff and for the day to day running of the School and the curriculum. The Head is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of School discipline, and removal or expulsion under clause 7 below. The Head is not responsible, unless negligent, for a student who is absent from the School in breach of School discipline. It is a condition of remaining at the School that Parents and the student (including a student aged 16+and 18+) accept the School regime and the School Rules (in so far as they are lawful and reasonable) including those that apply to appearance, dress and School discipline from time to time.

g) **Discipline at the RGS:** The School publishes on its website, and sends to Parents when their children join, documents such as the School's *Behaviour and Sanctions Policy (the Senior School Rules and Junior School Code of Conduct)*. Their purpose is to help every student know what is expected and to encourage courtesy and consideration for others, so

they deal with ethos as well as regulation. Parental support for the Rules is expected.

- h) **Drugs and alcohol testing:** The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

4. Admission and entry to the School

- a) **Registration:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to the School and the non-refundable registration fee paid. Admission and entry will be subject to the availability of a place and the student satisfying the admission requirements at the time.
- b) **Moving to the Senior School: The** Student if moving from the Junior School to the Senior School will be required to show that s/he has the necessary ability, attainment and motivation. This is normally demonstrated simply by continuous monitoring of performance. For progression from Year 11 to the Sixth Form the School reserves the right to set for individual student's specific grade hurdles at GCSE or other appropriate targets.

5. Fees and extras

- a) **Items covered:** fees cover normal curriculum teaching together with most books and stationery and public examinations (except for fees associated with re-sits and re-marks requested by the student or Parents). Other items incurred by the School or the Student may be charged as extras. These may include any additional charges incurred by the School in providing for the additional needs of the student where lawful to do so to enable him / her to access the curriculum. Damage done by a student, other than fair wear and tear, may be separately invoiced and must be paid as an extra.
- b) **Ability to pay fees and charges and information on your identity and the source of funds:** The School reserves the right to ask Parents to provide satisfactory evidence that they are in a position to meet the cost of School fees and charges for the foreseeable future, including by means of a credit check provided by a reputable financial agency. From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:
- your identity;
 - your child's identity;
 - your child's right to enter, live and study in the United Kingdom; and
 - the source of funds you are using to pay the fees.
- You must provide the School with the information and documentation we ask for.
- c) **Payment of fees and charges:** the annual fees are divided into three equal parts and charged termly, regardless of the length of any term. Each term's fees are charged separately and are payable before

the start of each term, or, by prior written agreement, in ten equal instalments paid monthly by Direct Debit from September to June inclusive during each School year. Other charges, such as School lunches, will be added to the termly invoice or to the instalment due in the first month of each term. A student may be excluded from the School at any time when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion (in which case a term's fees in lieu of notice will be payable). The School is agent only in respect of any goods and services which are supplied by a third party via the School to students or their Parents. Fees will not be refunded or waived for absence due to illness or otherwise; or if a term is shortened or a vacation extended; or if a student is required to study from home as a result of us providing educational services remotely; or if a student is released home for study leave, during or after public examinations or otherwise before the normal end of term; or for any other cause except in the sole discretion of the Head.

- d) **Allocation of payments:** Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to the fees account for the Student as it sees fit. The School shall be entitled to allocate a payment made in respect of one of you children to the unpaid account of any other child of yours at the School.
- e) **Supplemental charges:** Any items charged that are supplemental to the fees as referred to as Supplemental Charges. For example this may include any extra-curricular activities such as trips or visits, sketch books and competition fees. The School uses ParentPay for payment of supplemental charges, except school lunches which will be treated as described in clause 5c above, and Parents will be required to sign up. The School reserves the right to refuse to allow your child to participate in the relevant extra-curricular activity while the applicable supplemental charges remain unpaid.
- f) **Deposit:** A deposit of £200 is payable upon the acceptance of a student to the School. This deposit is refundable at the time the student leaves the School, less any payments still due to the School at that time, including payments for any damage to School property or for unreturned books or teaching resources. Such deposits will be held in a separate account, the interest from which will be paid to the Bursary Fund.
- g) **Responsibility for payment:** Fees and other charges are the joint and several responsibility of each person who has signed the Acceptance Form.
- h) **Payment of fees by a third party:** an agreement with a third party to pay the fees or any other sum due to the School does not release Parents from any liability under these Terms and Conditions unless an express release has been given in writing signed by the Bursar. The School reserves the right to refuse a payment from a third party. Acceptance of any such payment is made in good faith.
- i) **Late payment:** the right is reserved to make late

payment charges composed of simple interest calculated on a daily basis at 1.5% per month, from the first day of each term, and all administration and legal costs in relation to any sums that are unpaid by the due date. Parents agree to indemnify the School for all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim

- j) **Bursaries:** the award of any bursary will bring with it the expectation of high standards of behaviour, attendance and work. An award may be withdrawn with immediate effect, and the full fees become payable, if in the opinion of the Head the student's attendance, progress or behaviour no longer merits the continuation of the award - though an award will not be withdrawn for a term which has already commenced. The terms of a bursary and in particular the terms upon which benefits may become repayable are set out (where applicable) in the offer letter to Parents.
- k) **Instalment arrangements:** An agreement by the School to accept payment of current and / or past and / or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these Terms and Conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the Terms and Conditions of the instalment agreement or the invoice shall prevail.

6. Notice requirements

a) Definitions

Notice to be given by Parents means (unless the contrary is stated in these Terms and Conditions) one term's written notice given by:

- i) both Parents; or
- ii) one parent with the prior written consent of the other parent; and
- iii) in either case the prior written consent of any other person with parental responsibility for the Student where applicable.

Notice shall be addressed to and actually received by the Head. Notice must be hand delivered or sent by recorded or guaranteed delivery post, to the School address or may be sent by e-mail if from the parent's personal e-mail address

Provisional Notice is valid only for the term in which it is given and only when written and accepted in writing by the Head.

Term means the period between and including the first and last days of each School term. The School's affairs are organised on a termly basis and it is not possible to reduce the amount of fees due, or to refund fees or charges, by withdrawing the student

from the School halfway through a term.

Fees in lieu (of notice) means fees in full for the period of notice at the rate that would have applied had the student attended and not limited to the parental contribution in the case of a bursary. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given. If the withdrawn student's place can be filled without loss to the School the fees in lieu may be waived.

- b) **Failure to give notice:** in cases where a full term's written notice is not given or the Student has been excluded for non-payment of fees for a period of 28 days, one term's fees in lieu of notice will become immediately payable to the School. Fees in Lieu of Notice is not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability at the School and to enable it to plan its staffing and other resources.
- c) **Cancelling acceptance:** a term's fees (less deposit/s held) will be payable by the Parents if, for any reason, they cancel their acceptance of a place or the student does not join the School after a place has been accepted. In such circumstances cases of serious illness or genuine hardship may receive special consideration on written request to the Head.
- d) **Withdrawal from the School:** a term's notice must be given before a student is withdrawn from the School or a term's fees in lieu will be payable in accordance with clause 6 b) above. The student's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
- e) **Other events requiring written notice:** in relation to charges, including lunches, half a term's notice (or half a term's charge in lieu) is required.
- f) **Termination by the School:** The School may terminate this agreement:
- i) on one term's written notice sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Student (if of sufficient maturity and understanding). The deposit will be refunded without interest, less any outstanding balance of Fees; or
- ii) on reasonable notice if in the professional opinion of the Head the School is unable to provide all or a significant proportion of the educational services to the Pupil; or
- iii) immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School or, in the case of a Pupil who holds a Child Student visa on the basis of sponsorship by the School, where Parents

have arranged accommodation for the Pupil which does not meet the requirements of the Child Student Immigration Rules..

7. Removal and expulsion of a student

- a) **Removal at the request of the School:** Parents may be required, during or at the end of a term, to remove the student, without refund of fees, permanently from the School if, after consultation with a parent, the Head is of the opinion that:
- i) the conduct or progress of the student has been unsatisfactory; or
 - ii) if the student, in the judgement of the Head, is unwilling or unable to profit from the educational opportunities offered; or
 - iii) one or both of the Parents have treated the School or members of its staff or any member of the School community unreasonably and/or adversely affects (or is likely to adversely affect) the Student's or other student's progress at the School, and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract) The Deposit will be refunded in the event of removal from the School and fees in lieu of notice will not be charged but all outstanding fees will be payable in full.
- b) **Expulsion:** a student may be expelled at any time if the Head is reasonably satisfied that the student's conduct (whether on or off School premises or in or out of term time) has been prejudicial to good order or School discipline or to the reputation of the School. The Head will act fairly and in accordance with the procedures of natural justice and will not expel a student other than in grave circumstances. There will be no refund of fees following expulsion (and all unpaid fees must be paid). The Deposit will not be returned/credited; but fees in lieu of notice will not be charged.
- c) **Appeal to Governors:** The decision to require removal or expel the Student shall be subject to appeal to the Governors. The DFO will furnish them with details of the School's procedure in such cases.
- c) **Discretion of the Head:** the decision to exclude, suspend or require removal or expel a student and the manner and form of any announcement shall be in the sole discretion of the Head. In no circumstances shall the School or its staff be required to divulge to Parents or others any confidential information or the identities of students or others who have given information which has led to suspension, the requirement to remove or expulsion or which the Head has acquired during an investigation.
- d) **Access:** a student who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter any of the School's premises without the written permission of the Head.

8. Personal Information: References, Confidentiality and Data Protection

- a) **Data Protection Law:** The School will process personal data about you and your child in accordance with data protection law, including the Data Protection Act 2018 (as it is amended or superseded) and other related legislation. We will process such personal data:
- i. as set out in this Clause 8, [and in the School's 'Privacy Notice' which is available [on the School's website] as may be amended from time to time];
 - 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

The School will seek to ensure that such data is accurate, kept up to date and held securely, and kept only so long as it is required. In this context, Parents should note that contact details for them and their child(ren) will be retained after their child(ren) leave(s) the School, for use by the School in maintaining contact with alumni and their Parents, unless you or your children give note in writing that you do not want your contact details to be retained and used in this way. The Parents consent to the School communicating with any other School which the student has attended or may attend about any matter concerning the student, including payment of fees.

We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and audio-visual recordings, both whilst your child is at the School and after he or she has left, for the purposes of:

- iv. managing relationships between the School and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and
- v. promoting the School to prospective pupils/parents, publicising the School's activities, and communicating with the school community and the body of former pupils.

In respect of sub-clause 8 (a) (v), 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.

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

- c) **Use of Information and Communications Technology (ICT):** Parents consent to the student's use of ICT in School being monitored and acknowledge that a breach of the School's ICT Policy, Bring Your Own Device Policy or unauthorised use of ICT facilities in School is a disciplinary offence. An Acceptable Use Policy for IT and other relevant policies are published on the School's official website. A breach of the Acceptable Use Policy will be regarded as a breach of the School rules. References to the School, its governors, staff and students on social media are also monitored and any reference by a student likely to cause offence or bring the School or any individual into disrepute will be regarded as a breach of the School Rules.
- d) **Reports:** the School monitors each student's progress carefully and Parents will receive regular grades and / or reports either in writing or at a meeting with subject teachers. The schedule and balance of written reports and meetings may change from one year to another. Where Parents are separated or divorced, reports and other information will normally be sent to both Parents, unless a court order or agreement to the contrary has been sent to the Head.
- e) **Examinations and references:** the School will enter a student's name for an examination if the Head is satisfied that such is in the best interests of the student. Information supplied to Parents and others concerning the progress and character of a student and about examinations/further education and career prospects and any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

9. General conditions

- a) **Special Precautions:** the Head needs to be aware of any matters that are relevant to the student's security and safety. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to a student for whom any special safety precautions may be needed. A parent may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the student or of the School.
- b) **Disabilities and Special Needs:** the principles underlying the School's aims as set out in 2(a) above extend to students with disabilities, subject to the legal obligation to make reasonable adjustments and not to put any student or potential student at a substantial disadvantage compared with any student who is not disadvantaged, nor to disadvantage any other student or put any other student at risk. However, the School does not undertake to diagnose Specific Learning Difficulties or special needs, though it will endeavour to make
- Parents aware if it is felt that the student is not developing or progressing as might be expected. The School will, on request advise Parents as to how they may, at their own expense, obtain specialist advice. The School also reserves the right to charge the parent(s) of a student who is disabled or has special needs for the provision of any ancillary equipment or service required in connection with the student's education and activities within School.
- c) **Leaving School premises:** the School is not, under normal circumstances, physically able to prevent a student leaving School premises and is not entitled to do so in the case of a student aged 16 or over. A student may be asked for details as to mode of travel and the address and a contact telephone number where the student can be contacted when not on School premises. The School reserves the right in the case of exceptionally bad weather or other emergency, to close the School before the end of the School day, in which case all students in Year 10 and below will be required to make contact with their Parents or other responsible adult before being allowed to leave School. For the avoidance of doubt, the School cannot accept responsibility for the welfare or safety of any student while off School premises unless he or she is taking part in an activity or event organised by the School and under the supervision of a member of the School's staff.
- d) **Residence during term time:** the Head must be notified in writing immediately if a student will be residing other than with a person who has parental responsibility. The notification must include the full name, contact details, the relationship of that person to the student and the dates when the student will reside with them. The School reserves the right to contact social care departments without the Parents' consent if a student is no longer residing in the family home or with someone who has parental responsibility and the arrangement gives the School reason to be concerned about a student's welfare.
- e) **Absence of Parents:** when both Parents will be absent from the student's home overnight, for a 24 hour period or longer, the School requires, in writing or by e-mail from the parent's personal account the address at which the student will be resident, the student's relationship to his/her temporary guardian and the name, address and telephone number for 24-hour contact of the adult to whom parental responsibility has been delegated in loco parentis. The temporary residence must be within reasonable travel distance of the School.
- f) **Liability and insurance:** the School does not, unless negligent, accept responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of Parents, including insurance of student's personal property whilst at School or on the way to or from School or on any School sponsored activity away from the School. The School is not the agent of the Parents for any purpose related to insurance.
- g) **Students' personal property:** students are responsible for the security and safe use of all

personal property and are responsible for ensuring that all such property is clearly marked with the owner's name. In accordance with Health and Safety regulations student may not bring any item of equipment on to School premises which runs off mains electricity without the prior written permission of the Head or DFO.

- h) **Concerns and complaints:** Parents who have any concerns at all about any aspect of their child's life at School or the School itself should contact an appropriate member of staff as soon as possible. The School undertakes to regard all such expressions of concern seriously and to follow them up promptly, and recognises the importance of confidentiality, fairness and ensuring that no one suffers unjustly. In this context, Parents are also asked to read the School's Anti-Bullying Policy, Anti-Cyberbullying Policy and Safeguarding Policy and Complaints Policy as set out on the School website
- i) **Intellectual property:** the School reserves the sole copyright in any literary, musical, dramatic or artistic work created by the School or by a student for a purpose associated with the artistic or cultural life of the School but will otherwise acknowledge the right of the student to assert copyright in work of which the student is the sole author. The School's logo, in various formats, is a Registered Trade Mark.
- j) **Information for parents:** The School provides parents of prospective students with information about the School and the educational services We provide in good faith. This information may be contained in the School's prospectus / website / promotional literature or in statements made by staff or students during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the School.
- k) **Consumer protection:** care has been taken to use plain language in these Terms and Conditions and to explain the reasons for any of the terms that may appear one-sided. If any word(s), alone or in combination, infringe Part 2 of the Consumer Rights Act 2015 or any other provision of law, they should be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- l) **Force Majeure:** force majeure shall mean any cause beyond the School's control, including for the avoidance of doubt strikes, other industrial disputes, act 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 event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give

Parents notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such its obligations as are prevented by the force majeure while it continues and tuition fees shall still be payable. The School shall use its best endeavours during the continuance of the force majeure to provide educational services and shall notify Parents of the steps it will take to ensure performance of the agreement. If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) 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.

If your child is affected by an event outside of your control. Subject to Clause 5 (c) (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:

- i. in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
 - ii. in circumstances where, following the efforts made and steps taken under sub-clause 9 (m) (i) above, your child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
 - iii. if the event continues to prevent your child wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at School or remotely) for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.
- m) **Interpretation:** these Terms and Conditions supersede those in the prospectus, website and elsewhere and will be construed as a whole. Unless required to make sense of the immediate context,

headings are for ease of reading only and are not otherwise part of the Terms and Conditions.

- n) **Jurisdiction:** this contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by English Law and the courts of England and Wales.



Address for all enquiries:

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