



# Terms & Conditions



## A Introduction

- 1 **Terms and Conditions:** These Terms and Conditions reflect the custom and practice of independent schools for many generations and together with the Letter of Offer, including the conditions of award (if applicable), Acceptance Agreement and Fees List they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These Terms and Conditions are intended to promote the education and welfare of each pupil and the stability, forward planning, proper resourcing and development of The King's School in Macclesfield.
- 2 **Notice & Fees:** The rules concerning Notice and Fees are of particular importance and are set out at **Sections H & I** below.
- 3 **Managing Change:** The King's School in Macclesfield, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see **Section K** for further details of the changes that may be made and the consultation and notice procedures that will apply.
- 4 **Documents referred to:** Before accepting the offer of a place, parents should read the Parents' Handbook, the relevant School Rules, policies and the list of Fees on the School's website ("Fees List"). Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. Please refer to **Section K**.

## B Terminology

- 5 **"The School"/"We"/"Us":** means The Foundation of Sir John Percyvale in Macclesfield of 1502, Re-Founded by King Edward VI in 1552 trading as The King's School in Macclesfield as now or in the future constituted (and any successor). The School is incorporated by Royal Charter and is a registered charity.
- 6 **"School Governors"/"Governing Body":** means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School.
- 7 **"The Head":** means the Head of Foundation as appointed by the School Governors and includes those to whom specific duties of the Head have been delegated. The Head is responsible for the day-to-day running of the School.
- 8 **"The Parents"/ "You":** means any person who has signed the Acceptance Agreement including a legal guardian who has signed the Acceptance Agreement where applicable. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party. Please also see clauses 87 & 110.
- 9 **Parental Responsibility:** Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are party to this contract unless a court order has

been made to the contrary, or there are other reasons which justify withholding information to safeguard the welfare and best interests of the child.

- 10 **"The Pupil":** means the child named on the Acceptance Agreement. The age of the Pupil will be calculated in accordance with British custom.

## C Admission and Entry to the School

- 11 **Registration and Admission:** Applicants will be considered as candidates for Admission and Entry to the School when the Registration Form has been completed and returned to us and the non-returnable application & assessment fee paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. The admissions requirements are set out in the School's Admissions Policy current at the time and published on the School's website. "Admission" occurs when the Parents accept the offer of a place. "Entry" occurs on the date when the Pupil attends the School for the first time under this contract.
- 12 **Ethos and Character:** The School is a mainstream day school for boys and girls aged from 3–18 years. The School welcomes staff and children from many different ethnic groups, backgrounds and creeds and is designated as a School of religious character.
- 13 **Offer of a Place and Deposit:** A deposit ("Acceptance Deposit") as shown on the Fees List for the relevant year will be payable when the Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School. If requested, the Acceptance Deposit will be repaid after the Pupil leaves. Requests must be received within a term of the Pupil leaving. The funds retained by the School will be donated to the fund for hardship bursaries. See also clause 76.
- 14 **Immigration:** The School does not hold a Child Student sponsor licence. The Parents must inform the Head when returning a completed Registration Form or at any other time if their child does not have the right to live and study in the United Kingdom. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to reside and to study in the United Kingdom. See also clause 84.

## D Pastoral Care

- 15 **Our Commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others. The Parents agree that the Head has the right to require the Pupil to remain away from the School temporarily at the home of his/her Parents or education guardian:
- a. pending the outcome of an investigation (please see also clause 59); or
  - b. if the Head considers that the Pupil's presence at the School presents a risk to him/her or to any other pupil or to any member of the School community.

16 **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by Us must be notified to the School as soon as practicable. The Parents will remain courteous and respectful at all times in their dealings with the School regardless of any complaint. A copy of the School's Complaints Policy is on the website. See also clause 71.

17 **Pupil's Rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with both his/her parents. If any conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.

18 **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will ensure good order and safeguard and promote the Pupil's welfare, and the welfare of pupils or staff. Please see Section E below.

19 **Culture:** The culture of the School is to foster good relationships between members of the staff, the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and the Parents and we expect the same of the Pupil and the Parents in relation to the School and any member of the School community.

20 **Physical Contact:** The Parents' consent to such physical contact with the Pupil:

- a. as may accord with good practice; or
- b. as may be appropriate and proper for teaching and instruction; or
- c. for providing comfort to the Pupil in distress; or
- d. to maintain safety and good order; or
- e. in connection with the Pupil's health and welfare.

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

21 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:

- a. any known medical condition, health problem or allergy affecting the Pupil;
- b. any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;
- c. any disability, special educational need or any behavioural, emotional and/or social difficulty on the part of the Pupil;
- d. any family circumstances, court proceedings or court orders which might affect the Pupil's welfare or happiness;
- e. any concerns about the Pupil's safety;
- f. any significant change in the circumstances of the Parents, including any changes

to the Parents' financial circumstances or if either of the Parents is a Designated Person under any UK enactment or convicted of a criminal offence anywhere in the world or;

g. if it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.

22 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's use of email, internet and any internet based platforms and mobile electronic devices. See the School's ICT Code of Conduct, Mobile Phone and Smart Device Policy, Safeguarding Policy and School Rules.

23 **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. Accordingly the Parents must immediately notify the Head in writing of any family circumstances, court proceedings, court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the School Community.

24 **Leaving School Premises:** We will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but We do not accept responsibility for the Pupil if they leave School premises in breach of School Rules. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours.

25 **Residence During Term Time:** The Pupil is required during Term time and at weekends and half term, to live with the Parents or with an education guardian acceptable to the School. The Head must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than the Parents or the Pupil's education guardian.

26 **Communication from Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the School. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 73.

27 **Absence of the Parents:** At any time when both the Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for 24-hour contact with the adult who will have the care of the Pupil.

28 **Education Guardians:** The Parents, if resident outside the United Kingdom, must before Entry appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary.

The School accepts no responsibility for the Pupil when he/she is in the care of the Parents or the education guardian. The Parents or the Pupil's education guardian must make holiday arrangements, including travel to and from the School, in advance. The Parents are responsible in each case for making suitable arrangements to appoint an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the Pupil's appointed education guardian and shall immediately notify the School of any changes to those details. The Parents shall upon request provide such further information to the School as it reasonably requires to satisfy itself that the proposed appointment and or arrangements are suitable. Failure to provide such information upon request may constitute unreasonable behaviour. See clause 66(e).

- 29 **Photographs or images (including video recordings):** The School may obtain and use photographs or images (including video recordings) of the Pupil for:
- use in the School's promotional material such as the prospectus, the website or its social media;
  - press and media purposes; or
  - educational purposes as part of the curriculum or extra-curricular activities.
- Please see the School's Privacy Notice for more information about how the School uses photographs and videos of pupils.
- 30 **Request for Confidentiality:** Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us to not use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must write immediately to the Head or the Principal of the relevant division of the School, requesting an acknowledgement of their letter. The Parents will not record meetings or discussions with any staff member or representative(s) of the School without consent.
- 31 **Transport:** The Parents' consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 32 **Pupil's Personal Property:** The Pupil is responsible for the security and safe use of all their personal property including money, mobile electronic devices, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.
- 33 **Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.
- 34 **School's Liability:** Unless negligent or in breach of another legal duty which causes injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

## E Health and Medical Matters

- 35 **Medical Declaration:** The Parents will be asked to complete a Medical Information and Consent Form concerning the Pupil's physical and mental health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.
- 36 **Medical care:** The Parents must comply with the School's recommendations which may include a reasonable decision to release the Pupil home or to his/her education guardian when he/she is unwell.
- 37 **Pupil's Health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement and in the best interests of the Pupil and/or the School community. If the Pupil is of sufficient age and maturity, they are entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.
- 38 **Medical Information:** Throughout the Pupil's time as a member of the School, the School shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "need-to-know" basis.
- 39 **Emergency Medical Treatment:** The Parents authorise the School to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents, or a second emergency contact, cannot be contacted in time.

## F Educational Matters

- 40 **Our Commitment:** We will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve his/her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 41 **Organisation of the Curriculum:** We reserve the right to organise the educational services and their delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. These may be delivered online, or by other forms of remote learning. We will endeavour to inform the Parents of significant changes to these services and the reasons for them as soon as practicable. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's tutor, or any other

appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.

- 42 **Progress Reports:** The School shall monitor the Pupil's progress and shall report regularly to Parents by means of grades and full written reports.
- 43 **Relationships and Sex Education:** The Pupil will receive health and life skills education, including relationships and/or sex education, appropriate to their age in accordance with the curriculum from time to time. The Parents may withdraw the Pupil from some or all of the sex education delivered as part of statutory relationships and sex education at any time up to and until three terms prior to the Pupil's 16th birthday by giving formal notice in writing that they do not wish the Pupil to take part. After that time, the Pupil may decide for themselves if they wish to receive sex education. The Pupil cannot be withdrawn from relationships education.
- 44 **Public Examinations:** The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of his/her professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, if the Pupil has not worked or revised in accordance with advice or instruction from the staff. Public examination results will usually be shared with the Pupil's parents where requested.
- 45 **Examination Services:** The Head may, after consultation with the Parents and, if appropriate, the Pupil, decline to apply for post-examination services if, in his/her professional judgement it is considered not to be in the best interests of the Pupil or the examination cohort to do so.
- 46 **Reports and References:** Information supplied to the Parents and others concerning the Pupil's progress and character and about examinations, further education and career prospects, and any references will be given conscientiously and with due care and skill, but otherwise without liability on the School's part.
- 47 **Special Educational Needs:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a special educational need (SEN). The School staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 48 **Screening for Special Educational Needs:** The screening tests available to schools are indicative only; they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense, or by the Parents themselves. The Parents agree to co-operate fully with any investigation of the Pupil's educational needs and any refusal to do so may be regarded as unreasonable behaviour. See also clause 66(d).
- 49 **Information about Special Educational Needs:** The Parents shall notify the Head when completing the Registration Form, and subsequently in writing, if, at any time, they are aware, or suspect, that the Pupil has a learning difficulty. The Parents must provide the School with copies of all written reports and other relevant

information. The Pupil's place will be cancelled, or, once the Pupil has started, the Parents will be asked to withdraw the Pupil, if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The usual provisions regarding Notice of Withdrawal and Fees in lieu of Notice do not apply in these circumstances. The School reserves the right to charge for the provision of additional teaching and / or other support arrangements where it is lawful to do so.

- 50 **Moving up the School:** It is assumed that if the Pupil satisfies the relevant criteria at the time, he/she will progress through the School and will ultimately complete Year 13 (the Upper Sixth Year). The relevant criteria for progression through the School are set out in the School's Admissions Policy. The Parents will be usually consulted before the end of the Spring Term in Pre-School, Years 2, 6 and 11 if there appears to be any reason why the Pupil may be refused a place in the next stage of the School. Unless the Pupil will be leaving at the end of Year 13 (the Upper Sixth Year), the Parents must give a Term's Notice in writing (i.e. before the start of the Summer Term) in accordance with the Provisions about Notice (in Section H) if they do not intend the Pupil to proceed to the next stage of the School, or a Term's Fees in lieu of Notice will be payable.
- 51 **Intellectual Property:** Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the School may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet, social media or public website.
- 52 **The Pupil's Work:** The Parents' consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.
- 53 **Consent for Educational Visits:** A variety of educational visits will be provided for the Pupil. The Parents will be provided with relevant information in advance of educational visits. Unless the Parents specifically notify the School in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the Acceptance Agreement or agreeing to be bound by these Terms and Conditions, the Parents' consent to the Pupil taking part in all educational visits. These include:
- a. off-site activities involving Pupils aged 5 or under; or
  - b. visits (including overnight or residential stays) which take place during the weekends or school holidays; or
  - c. non-routine, off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day; or
  - d. adventure activities which may take place at any time.

The Parents agree that the Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit.

54 **The Cost of Educational Visits:** The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause 53a to 53d. The cost of such a visit will be payable in advance and may be subject to a separate agreement. All additional costs of special measures (such as medical costs, taxis, air fares or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the Fees invoice. The School reserves the right to prevent the Pupil from taking part in an educational visit while any amount due to the School remains unpaid or where it is deemed inappropriate for them to take part for reasons of discipline or safety.

## G Behaviour and Discipline

55 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue. The Parents accept that the School's policies, procedures and regime may be subject to change at short notice, if in the opinion of the Head, it is deemed appropriate to do so in the circumstances prevailing at the time.

56 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents will ensure that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about the wearing of uniform and general appearance.

57 **School Rules:** The applicable School rules are available to Parents prior to their acceptance of the Pupil's place. The Parents are requested to read these rules carefully with the Pupil before they accept the offer of a place.

58 **School Discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to carry out searches and investigations and take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil / or any other pupil and / or the School community as a whole. The School's Behaviour Policy current at the time and published on the School website, apply to all pupils at the School and at all times when the Pupil is in or at school (including when engaged in online or remote learning), representing the School or wearing School uniform, travelling to or from School, on School-organised trips, engaging with other members of the School community or when they are otherwise associated with the School at any time. The policy shall also apply at all times and places in circumstances where failing to apply the policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or could bring the School into disrepute.

59 **Investigative Action:** A concern, allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned, and his/her locker or belongings may be searched in appropriate circumstances. The Parents will be informed of any searches for prohibited items and that the Pupil may face formal disciplinary action, unless the School is prevented from doing so. If considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parents' expense. If, under the School's disciplinary policy, a disciplinary meeting with the Head is required before a decision is taken, the School will make reasonable efforts to notify the Parents or the education guardian so that they can attend. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his / her choice.

60 **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

61 **Drugs & Alcohol:** 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 discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

62 **Definition of Sanctions:** The definitions in this clause apply in these Terms and Conditions:

- a. "Expulsion" means that the Pupil is required to leave the School permanently in circumstances described in clause 64.
- b. "Removal" means that the permanent removal of the Pupil from the School is required in circumstances described in clause 66.
- c. "Suspension" means that the Pupil is sent or released home for a limited period either as a disciplinary sanction or pending the outcome of a Governors' Review.
- d. "Withdrawal" has the meaning set out in clause 75.

63 **Sanctions:** The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, Suspension, or alternatively Removal or Expulsion.

64 **Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a serious breach of School discipline or a criminal offence. Expulsion is reserved for the most serious breaches. The procedures to be followed are detailed in the School's Exclusions Policy which is available on the website. The Head shall act with procedural fairness in all such cases. The Head's decision to expel shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be subject to suspension from the School pending the outcome of the Review. See clause 69 and clause 70.

65 **Fees Following Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past Terms. Any remaining balance of an amount paid under the terms of a Fees in advance agreement will be refunded without interest less any sums owing to the School. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.

- 66 **Removal in other Circumstances:** The Parents may be required, during or at the end of a Term, to remove the Pupil permanently from the School if, after consultation with the Parents and, if appropriate, the Pupil, the Head is of the opinion that:
- a. the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or
  - b. by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School; or
  - c. the Pupil's presence at the School presents a risk to himself / herself and / or to any other pupil and the Pupil's Removal is considered necessary and proportionate; or
  - d. the School is no longer able to provide adequately for the Pupil's special educational needs; or
  - e. one or both of the Parents have behaved unreasonably, including but not limited to if they treated the School or members of its staff or any member of the School community unreasonably or acted in a way which could bring the School into disrepute. In these circumstances, and at the sole discretion of the Head, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required.

The Head shall act with procedural fairness in all such cases and shall have regard to the interests of the Pupil and the Parents as well as those of the School. A decision by the Head to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. A Withdrawal under this clause is not subject to a Governor's Review. See clause 69 and clause 70.

67 **Fees Following Removal:** If the Pupil is subject to Removal or Withdrawal in the circumstances described in clause 66, the provisions relating to Fees shall be as set out in clause 65, save that the Acceptance Deposit will be refunded upon request without interest, less any sums owing to the School.

68 **Leaving Status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion, Removal or Withdrawal.

69 **Governors' Review:** The Parents may request a review by Governors ("Governors' Review") of a decision to Expel or require the Removal of the Pupil from the School (but not a decision to suspend the Pupil unless the suspension is for more than 11 School days or more, or would prevent the Pupil taking a public examination). The Head will advise the Parents of the Governors' Review procedure current at that

time when he/she informs the Parents of his/her decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

70 **Pupil's Status Pending Review:** If the Parents request a Governors' Review, the Pupil will be subject to suspension from School until the review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head.

71 **Complaints Procedures:** A complaint as described in clause 16 above which does not involve an Expulsion or Removal of the Pupil must be made in accordance with the School's Complaints Policy which is available on the School's website.

## H Provisions About Notice

*See also section F "Moving up the School" and section G "Behaviour and Discipline".*

72 **"Term":** means the period between and including the first and last days of the relevant School Term.

73 **"Notice":** means (unless the contrary is stated in these Terms and Conditions) a Term's Written Notice given by:

- a. both Parents; or
- b. one of the Parents with the prior written consent of the other Parent; and
- c. in either case, the prior written consent of any other person with Parent Responsibility where appropriate addressed to and received by the Head personally or signed for by the Head's secretary or the Director of Finance on the Head's behalf. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.

74 **"Cancel" or "Cancellation":** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see clause 11 for details of when Entry to the School occurs.

75 **"Withdraw" or "Withdrawal":** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these Terms and Conditions at any time after the Pupil has entered the School. Please see clause 11 for details of when Entry to the School occurs.

76 **Cancellation Rights:** If the offer of a place and its acceptance are both made entirely at distance by means of, for example, post, or electronic communication without either of the Parents meeting face to face with a member of the School staff between offer and acceptance, the Parents have the right to cancel this contract at any time within 14 days of the day after We receive Your completed and signed Acceptance Agreement. In such circumstances the Acceptance Deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this contract. Information about the right to cancel and how to cancel is set out in the School's Cancellation Notice and Form included with the Letter of Offer.

77 **"Fees in lieu of Notice"**: means Fees in full at the rate applicable for the next Term following termination by the Parents on less than one Term's Notice or where the Pupil is excluded for more than 28 days for non-payment of Fees as set out in clause 90. 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.

78 **A "Term's Written Notice"**: means Notice given before the first day of a Term and expiring at the end of that Term.

79 **Termination by the Parents**: Except when the Pupil is to leave at the end of Year 13 (Upper Sixth Year) clause 81 applies, if the Parents wish to Withdraw the Pupil or Cancel and terminate this contract at any time after the expiry of the 14-day cancellation period described in clause 76, if applicable, they shall do so either by:

- a. providing at least one Term's Written Notice; or
- b. paying one Term's Fees in lieu of Notice.

In circumstances where the Parents Cancel by providing at least one Term's Written Notice, the School shall repay the Acceptance Deposit if requested. In all other circumstances where the Parents Cancel or Withdraw the Pupil, the Acceptance Deposit will be repaid in accordance with clause 13. Other Notice Requirements: The requirements in clause 79 shall also apply if, following the GCSE year or Year 12, the Pupil will not return for the following year.

80 **Provisional notice**: is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Head personally or the Director of Finance on the Head's behalf.

81 **Cancelling a place offered in the Term before Entry**: Except for where clause 76 applies, if the offer of a place is made within a Term of the Pupil's proposed Entry to the School, the Parents may Cancel and terminate this contract by notifying the School in writing at any time before such Entry but they shall pay one Term's Fees at the rate payable for the Term of proposed Entry, less the Acceptance Deposit, payable as a debt.

82 **Prior Consultation**: It is expected that the Parents, or the Pupil's duly authorised education guardian, will consult personally with the Head or with the Head's authorised Deputy before Notice is given by the Parents.

83 **Discontinuing Extra Tuition**: A Term's Written Notice is required to discontinue any extra tuition or a Term's Fees for the extra tuition will be immediately payable.

84 **Termination by the School**: The School may terminate this contract:

- a. on one Term's notice in writing sent by ordinary post. or email where it has good cause and following consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees; or
- b. 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

- c. immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.
- d. immediately where after seven days from the School requesting that they do so. Parents have not made arrangements which the School considers are suitable with an education guardian or accommodation provider; or
- e. immediately where either of the Parents has made a false declaration or given a false or misleading disclosure to the School or has failed to disclose to the School anything which they are required to disclose; or
- f. immediately if at any time either of the Parents is declared bankrupt or is a Designated Person under any UK enactment or convicted of a criminal offence anywhere in the world.

## I Fees

85 **"Fees"**: may include alone or in combination any of the application & assessment fee; the Acceptance Deposit; tuition fees; fees for extra tuition; other extras such as school meals, after-school care charges, clothing and equipment, photographs or other items ordered by the Parents or the Pupil, or charges arising in respect of educational visits or damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) or bank charges arising from default in Fees payment or late payment charges if incurred. Separate arrangements with independent contractors are made for fees for instrumental music tuition and coach travel to and from school.

86 **Payment of Fees**: The Parents jointly and severally agree to pay the Fees applicable to each Term together with taxes, as applicable directly to the School. Fees for each Term are due and payable as cleared funds before the commencement of the School Term to which they relate. If an item on the Fees invoice is under query, the balance of that Fees invoice must be paid. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of funds or where it has reason to believe that it may be unlawful to accept the payment.

87 **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 the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Director of Finance. The School reserves the right to refuse a payment from a third party.

88 **Indemnity**: If the School is required to pay all or part of any sum paid on behalf of Parents to a third party, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.

89 **Refund/Waiver**: Save where there is a legal liability including liability under a court order or under the provisions of this contract to make a refund or reduction, Fees will not be refunded, reduced or waived if:

- a. the Pupil is absent through illness; or



- b. a Term is shortened or a vacation extended; or
- c. the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or
- d. the School is temporarily closed due to adverse weather conditions or other safety related or good reasons; or
- e. for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

*See also Section J for information about events beyond the control of the parties.*

90 **Exclusion for Non-Payment:** The School may exclude the Pupil by providing written notice if at anytime payment of any amount is overdue including where the School refuses to accept a payment under clause 8g. If the Pupil is excluded for a period of 28 days or more in such circumstances, he/she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with Section H. Exclusion in these circumstances is not a disciplinary matter and there is no right to a Governors' Review. The School may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.

91 **Late Payment:** Simple interest may be charged on a day-to-day basis on overdue invoices. The rate of interest charged will be at 0.5% per month accruing on a daily basis. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees or other sums due regardless of the value of the School's claim and Part 45 of the Civil Procedure Rules 1998 shall not apply.

92 **Part Payment:** Any sum tendered by or on behalf of the Parents that is less than the sum due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance as set out in clause 91 above.

93 **Appropriation:** Payments will usually be allocated by the School to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child of the Parents.

94 **Instalment Arrangements/ Fees in advance scheme:** An agreement by the School to accept payment in advance or by instalments is discretionary 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 additional agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the additional agreement or the invoice shall prevail.

95 **Bursaries & Scholarships:** Every bursary, scholarship or other award or concession is a discretionary privilege, subject to high standards of attendance, participation, diligence and behaviour on the Pupil's part and to the Parents treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to the Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed. A copy of the School's Bursary Policy is available from the School on written request.

96 **Fees Increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase, they may give to the School written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit will be refunded upon request without interest, less any sums owing to the School.

97 **Information about Fees:** The Parents acknowledge that the School may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the School may inform any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.

98 **Identity of Fees payer:** From time to time the School may need to obtain satisfactory evidence (of the identity of a person who is paying Fees, such as sight of a passport, or the source of any funds used to pay Fees) and the Parents agree to provide such information as reasonably requested by the School in this respect.

## J Events beyond the control of the Parties

99 **Force Majeure:** An event beyond the reasonable control of the School or the Parents is as a "Force Majeure Event" and shall include such events as:

- a. an act of God, fire, flood, drought, earthquake, or other natural disaster;
- b. war, riot, civil unrest, act of terrorism, strikes, industrial disputes;
- c. subject to clause 100, outbreak of epidemic or pandemic of disease;
- d. failure of utility service or transportation,

Provided always that the inability of either party to pay any amount required under this contract shall not be a Force Majeure Event.

100 **Reasonable modifications:** Any reasonable modifications to the educational provision made by the School in order to meet legal obligations, comply with government guidance or to protect the health safety and well-being of staff or pupils including during or following a Force Majeure Event, shall not affect the obligation of the Parents to pay the Fees in accordance with this contract.

101 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party (the "Affected Party") shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

102 **Continued Force Majeure:** The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event continues for a period greater than 90 days from the date of notification, the Affected Party shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

103 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days from the date of notification, the party in receipt of notification under clause 101 may terminate this contract by providing at least three working days' notice in writing to the other party.

## K General Contractual Matters

- 104 **Variations:** These Terms and Conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.
- 105 **Data Protection:** The School has a Privacy Notice which explains how the School will use the Parent's and the Pupil's personal data. This Privacy Notice is published on the School's website. The Parents must read the Privacy Notice in full before signing the Acceptance Agreement. If the Pupil is going to enter Year 7 or above, the Parents must show the Pupil a copy of the Privacy Notice and discuss it with him/her before accepting the offer of a place.
- 106 **Change:** This School, as any other, is likely to undergo a number of changes during the period of this contract. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations, the disciplinary framework, and the length of School Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this contract may be freely assigned to another party at the discretion of the School.
- 107 **Consumer Rights:** Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination, infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and conditions affects the Parents' statutory rights.
- 108 **Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of:
- a change of ethos or culture; or
  - a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or
  - a change of ownership of the School, where such changes are not temporary.
- 109 **Information for Parents:** We provide parents of prospective pupils 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 and promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents intend to take account of the information provided to them when deciding whether to enter into this contract they should seek specific confirmation from the School that the information is accurate before returning a completed Acceptance Agreement to the School.
- 110 **Third Party Rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

- 111 **Interpretation:** These Terms and Conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and Conditions.
- 112 **Severability:** If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.
- 113 **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 the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

*Updated January 2025*



### **Summary of clauses containing financial consequences**

EVENT	CLAUSE
Offer of a place and deposit	14
Fees following Expulsion	67
Fees following Removal	69
Cancellation rights	78
Fees in lieu of Notice	79
Termination by the Parents	81
Other Notice requirements	82
Cancelling a place offered in the Term before Entry	84
Discontinuing extra tuition	86
Indemnity	91
Refund or waiver	92
Exclusion for non-payment	93
Late payment	94



The King's School in Macclesfield  
Alderley Road, Prestbury,  
Cheshire, SK10 4SP

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[www.kingsmac.co.uk](http://www.kingsmac.co.uk)  
01625 260000  
[mail@kingsmac.co.uk](mailto:mail@kingsmac.co.uk)

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