

THE DEAN CLOSE FOUNDATION



PARENT CONTRACT WITH SCHOOL (Policy W046)

Dean Close Values

At the Dean Close Foundation our aim is for every individual to Flourish, and our core values, Love, Courage and Contribution, serve as the cornerstones of the organisation. The Foundation is committed to fostering an educational and workplace culture built on integrity, openness, and mutual respect, ensuring that everybody feels valued, supported and challenged. We believe that each pupil, parent, employee and volunteer has the potential to make a meaningful contribution to the community, develop their expertise, take thoughtful risks, and drive positive change. By upholding and embodying these values, which spring from the Christian ethos of Dean Close, the Foundation creates an environment where everyone can thrive and succeed, and which makes a positive impact on the wider community

Colour coding to signify which sections refer to the different schools:

- Dean Close Cheltenham schools are highlighted in **red**
- Dean Close St John's are highlighted in **blue**
- Dean Close Airthrie are highlighted in **green**

Acceptance Form and Standard Terms and Conditions

for

[NAME OF PUPIL]

Entering Year [1]

[Date and year]

INTRODUCTION

1. The terms and conditions of the contract between parents and the School ('the Parent Contract') has been authorised by the Trustees of The Dean Close Foundation.
2. The Parent Contract are the terms upon which parents are offered a place for their child at Dean Close pre-preparatory, preparatory and senior schools, Dean Close St Johns and Dean Close Airthrie School.
3. The Parent Contract will be reviewed periodically by the Bursar of The Dean Close Foundation on behalf of the Trustees.

The Dean Close Foundation

Acceptance Form

IMPORTANT – Before signing this Acceptance Form you should read (i) the terms and conditions attached to this Acceptance Form and (ii) the School Rules. You should draw the School Rules to the attention of your child.

We accept the offer of a place at the School for [*name of child*] with effect from the [beginning of the **[insert term] Term** 202[.]] and [have arranged a direct bank transfer] for £ as a deposit to DCF bank account no. 10292443 sort code 401709

We acknowledge receipt of a copy of the current handbook which includes the Code of Conduct and the Dean Close Values and agree that we and our child shall observe and comply with them.

By signing this Acceptance Form we confirm that:

(a) all holders of parental responsibility¹ for the child named above have signed this Acceptance Form and that no one else holds parental responsibility for him or her;

(b) we, as the holder of parental responsibility for the child named above, live together/ separately² at the address(es) shown below and we agree to notify the School immediately of any change of address or to our family circumstances;

(c) neither of us are in arrears on the payment of any fees or charges owing to our child's current or previous school;

(d) unless otherwise notified to the School in writing before signing this Acceptance Form:

(i) there are no court orders in place in respect of our child;

(ii) any information about us and/or our child that has previously been notified to the School (including as part of the School's registration and admissions process) is and remains complete and accurate; and

(iii) our child has the right to enter, live and study in the United Kingdom and, if applicable, we have made appropriate arrangements for our child's visa application,

¹ Parental responsibility is defined in the Children Act 1989 as "*all the rights, duties, powers and responsibilities and authority which by law **a parent** of a child has in relation to the child and his or her property*". It equates to legal responsibility for the child. The child's mother automatically has parental responsibility for her child from birth. A father usually has parental responsibility if he's either: (a) married to the child's mother; or (b) listed on the birth certificate (after a certain date, depending on which part of the UK the child was born in). You can apply for parental responsibility if you don't automatically have it (for example in cases of adoption). If you have any doubts about whether you do or do not have parental responsibility for the child you may wish to seek legal advice. Further information is also available here: <https://www.gov.uk/parental-rights-responsibilities/who-has-parental-responsibility>

² Delete as applicable.

travel, reception, living and care in the UK. If we require the School to sponsor our child and issue a Certificate of Acceptance of Studies (CAS) to our child so that they may apply for relevant permission to stay in the UK as a student (for which the School may charge an administration fee), we have previously notified the School of this. Please note, if the School has made your child a conditional offer, then it will not be able to issue you with a CAS until the conditions of that offer have been met.

FOR BOARDERS ONLY: We consent to The Dean Close Foundation holding and otherwise processing my child’s passport and BRO Card in a secure place on site at school for the purpose of security and discharging our responsibilities as Sponsor.

The Dean Close Foundation provides a small number of transformational bursaries for talented and deserving pupils. Please tick this box if you would be happy to donate your deposit to this great cause at the end of your child’s time at school.

IMPORTANT – when you complete, sign and submit this Acceptance Form and pay the deposit, you and the School enter into a legally binding contract, upon the School's terms and conditions.

If you subsequently change your mind and decide to withdraw your child before he or she takes up their place, you may lose your deposit and be responsible for paying us fees in lieu of notice – see Clause 3 of the terms and conditions for more information about this.

<p>Signed by:</p> <p>.....</p> <p><i>(signature)</i></p> <p>.....</p> <p><i>(print name)</i></p> <p>.....</p> <p><i>(date)</i></p> <p>.....</p>	<p>Signed by:</p> <p>.....</p> <p><i>(signature)</i></p> <p>.....</p> <p><i>(print name)</i></p> <p>.....</p> <p><i>(date)</i></p> <p>.....</p>
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<p><i>(relationship to child)</i></p> <p>Y Tick here to confirm this signatory has parental responsibility for the child</p> <p>.....</p> <p>.....</p> <p>.....</p> <p><i>(address and telephone number)</i></p>	<p><i>(relationship to child)</i></p> <p>Y Tick here to confirm this signatory has parental responsibility for the child</p> <p>.....</p> <p>.....</p> <p>.....</p> <p><i>(address and telephone number)</i></p>
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PLEASE NOTE:

Each person with parental responsibility for the child is required to sign this Acceptance Form. The School will normally treat any instruction, authority, request or prohibition received from one parent as having been given on behalf of both parents and therefore on behalf of all those with parental responsibility for the child.

An exception to this is a notice of withdrawal of the child from the School - which must be signed by all those with parental responsibility for the child (see Clause 9.10 of the terms and conditions).

The Dean Close Foundation Terms and Conditions

What these terms cover. These are the terms and conditions on which we provide the Services (as defined below).

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

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have something further explained to you, then please contact Adrian Bowcher, the Bursar, to discuss.

1. **Definitions**

1.1 **Meanings of some words and phrases we use in these terms and conditions.** In these terms and conditions:

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

"**Board and Lodging**" means, for boarders, the School's provision of accommodation for your child and any meals served as part of our boarding provision excluding any meals which are charged for separately as a Specified Charge;

"**Capital Fees Scheme**" means the supplemental terms and conditions relating to the School's fees in advance scheme;

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

"**Complaints Procedure**" means the School's procedure for handling complaints from parents, as amended from time to time. It is not intended to form part of the contract between you and the School. A copy of the most up-to-date Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request;

"**contract**" has the meaning given in Clause 1.3 below;

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

"**Education Services**" means the School's provision of classes and lessons to your child;

"**Fees**" means the School Fees plus any and all Specified Charges, being the total amount payable by you to the School for the Services each term;

"**fees in lieu of notice**" means a term's School Fees [plus any non-optional Specified Charges], calculated in accordance with (as applicable) Clause 3.3 or Clause 5.1. Where applicable, fees in lieu of notice will be reduced to take account of any scholarship or bursary awarded to you;

"**Head**" means the person appointed by the trustees of the School from time to time to be responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated;

"**Schedule of Fees**" means the list setting out the price for each of the Services, a copy of which is available on the School's website and from the School at any time upon request;

"**School Rules**" means the body of rules and policies of the School which set out our expectations concerning the conduct and behaviour of our pupils referred to as the Code of Conduct and which may be amended from time to time. A copy of the documents comprising the School Rules is provided to each child on entry and is available on the School's website and from the School at any time upon request;

"**School Fees**" means the termly fees for the provision of Education Services and for Board and Lodging, as set out in the Schedule of Fees;

"**Services**" means all the services to be provided by the School on the terms and subject to the conditions of this contract, including Education Services and Board and Lodging (which are covered by the School Fees) and any other services (which are covered by a Specified Charge);

"**Specified Charges**" means the charges for each Service excluding Education Services and Board and Lodging, as set out in the Schedule of Fees. It includes damage where your child alone with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded);

"**term**" means a term of the School as notified to parents from time to time;

"**a term's notice**" means **written** notice given not later than the first day of the term before the term to which the notice relates. For example, a term's notice is required to withdraw your child from the School, so this means that if you wish to withdraw your child with effect from the start of the Trinity term you need to tell us in writing about the withdrawal by the first day of the Lent term immediately before;

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

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1.2 below; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a holder of parental responsibility for the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form.

In these terms and conditions we sometimes provide illustrative examples by using the words "**for example**", "**includes**" or "**including**", which are not exclusive or limiting examples of the matter in question.

1.2 Who we are. We are The Dean Close Foundation, a company registered in England and Wales. Our company registration number is 04193948, our charity registration number is 1086829 and our registered office is at Shelburne Road, Cheltenham, Gloucestershire GL51 6HE. Our VAT registration number is VAT NO. 247 203 524.

1.3 Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, **Capital Fees Scheme** (where applicable) and these **terms and conditions** (as in each case may be amended from time to time) form the terms of the **contract** between you and the School. It is not intended that the terms of this contract will be enforceable by your child or by any other third party.

2. Acceptance and Deposit

2.1 How you accept our offer of a place. An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.

2.2 The status of the deposit. The deposit will be held as security to secure performance of your obligations under this contract. The deposit remains your property and does not form part of the general funds of the School unless and until it is applied or forfeited in accordance with this contract. Subject to Clause 2.3, unless you indicate that you would like to donate the deposit (and any accrued interest) to the [eg, foundation/development fund], the deposit (together with any accrued interest) will be returned to you on your child's leaving.

2.3 Circumstances where the deposit will not be returned to you. You authorise us, and we will be entitled to, retain, deduct from or otherwise apply the deposit (as applicable), if:

2.2.1 you fail to pay the School's final invoice;

2.2.2 you owe the School fees in lieu of notice (whether in accordance with Clause 3.1 or Clause 5.1);

2.2.3 your child does not take up their place at the School, in accordance with Clause 3;

2.2.4 your child is excluded or required to be removed from the School, in accordance with Clause 7.4.2; and/or

2.2.5 the School terminates the Parent Contract, in accordance with Clause 14.

2.4 What happens to donated deposits. Where you have ticked the donation box set out in the Acceptance Form, you direct the School to apply the deposit (plus any accrued interest) on your behalf to the School's [e.g. foundation / development fund]. You will be responsible for making the final payment of the Fees or other sums due to the School on your child's leaving (unless otherwise stated in these terms and conditions). You agree to complete a Gift Aid declaration form as requested by the School in order that the School may reclaim Gift Aid on your donation.

- 2.5 Requirement for you to increase the deposit amount. Where an offer of a place for your child to enter the [pre-preparatory/ preparatory/ secondary] school is accepted, you must pay a further sum equivalent to the difference between the deposit already paid and the deposit payable for the [pre-preparatory/ preparatory/ secondary] school to accept the place. Clauses 2.2 to 2.4 above apply to the further sum you must pay to meet the [pre-preparatory/ preparatory/ secondary] school deposit.

PLEASE READ THIS NEXT SECTION CAREFULLY - it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the School and what happens if you withdraw at that stage.

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

- 3.1 Notice to withdraw your acceptance of a place before your child joins the School. **If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must either give us a term's notice to that effect or pay to the School fees in lieu of notice.** For example, to withdraw your acceptance of a place starting in September you would either need to tell us on or before the first day of the preceding Trinity term or pay fees in lieu of notice. The only exception to this is if we make an offer of a place in the term immediately before your child is due to join the School, in which case you must either give us notice within [fourteen (14)] day of the date you accept our offer (in accordance with Clause 2.1) or pay the fees in lieu referred to above.
- 3.2 If we receive notice. If you provide notice in accordance with Clause 3.1, no fees in lieu of notice will be payable but as you have not taken up your child's place at the School you will forfeit the deposit. The only exception to this is where you have provided notice in accordance with Clause 3.1 above and the School actually fills the specific place created by your child's withdrawal, in which case the School will refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs. You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to fill the vacancy created by your child's withdrawal.
- 3.3 If we do not receive notice. **If you do not provide us with notice in accordance with Clause 3.1 (or if no notice is provided at all) fees in lieu of notice will be payable by you and will become due and owing to the School upon demand as a debt.** The fees in lieu of notice will be charged at the rate applicable for the term your child was due to start. The School will apply the deposit you have paid (without any entitlement to repayment under Clause 3.2 above) as payment of the fees in lieu of notice you will owe us.

4. School Fees, Specified Charges and Payment

- 4.1 School Fees. Unless set out in the Schedule of Fees or notified to you at any time, the School Fees cover the providing of Education Services and, if applicable, Board and Lodging.
- 4.2 Specified Charges. The Specified Charges are payable in respect of each Service excluding Education Services and Board and Lodging. [Some Specified Charges are optional, and others are not optional **OR** All of the Specified Charges are optional.] Please see the Schedule of Fees for further information. [Any and all Services which are optional are supplied independently from each of the other Services.] [Board and Lodging is supplied independently from the Education Services.]
- 4.3 VAT and applicable taxes.
- 4.3.1 Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are exclusive of VAT and any other taxes, which will be added (where applicable).
- 4.3.2 You may be required to reimburse the School for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT.
- 4.3.3 If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

PLEASE READ THIS NEXT SECTION CAREFULLY - it deals with your responsibility to pay School Fees and Specified Charges.

4.4 Who is responsible for payment. **Each of you is responsible for ensuring that all of the Fees due are paid to the School. This is because our contract applies to both of you together and each of you on your own.** In practice this means that if any of the Fees have not been paid then the School can, in its discretion, choose to seek payment of the amount outstanding from either or both of you. The only exceptions to this are set out in Clause 4.5 immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the School, and do not extinguish either of your responsibility for the Fees due under this contract.

4.5 How one person remove him/herself from their payment responsibility and circumstances where the School may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract. A person may be removed from their payment responsibility under this contract but that person **must** have obtained the prior written consent of both the School and the other parent who has signed the Acceptance Form before submitting such notice. Separately, the School may agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer) but this will not discharge your payment responsibility under this contract, unless we agree otherwise in writing.

4.6 How bursary and scholarship awards are treated. An award may be withdrawn in accordance with the terms upon which such award is made and/or if, in the opinion of the Head or Bursar, your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you including in relation to an application for the award or the non-payment of fees or if there is a persistent failure to pay fees on time)) no longer merit the continuation of the award. If your child has been awarded a scholarship or bursary which includes financial assistance (e.g. by way of fee remission), your responsibility will be to pay the amount of Fees due after taking account of that award. Where it appears likely to the Head that an award which includes financial assistance may be withdrawn, you will be notified in advance and, if within fourteen (14) days of that notification you give notice to withdraw your child from the School, no fees in lieu of notice will be payable by you.

4.7 How the School Fees are charged and payment requirements. The School Fees are charged on a termly basis, regardless of the length of any term and regardless of your child's year group. **Each term's School Fees fall due for payment by you on or before the first day of that term by direct debit or direct bank transfer.** Each term's School Fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the Fees under Clause 4.5 above). **We may not allow your child to attend school if you do not pay the School Fees on time.**

The School may agree that the School Fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the School and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid in not more than four (4) instalments (unless otherwise agreed in writing by the School) within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice). The School will issue a separate invoice and schedule of instalments relating to the School Fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's School Fees.

The School may agree that the fees that will fall due in relation to any term are paid in advance of when they become due. If we agree to do this, then the School and those responsible will agree separately in writing the anticipated schedule of payments by which the advanced amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid by Direct Bank transfer.

4.8 Payment of Specified Charges. All Specified Charges for each term (and for other unpaid Specified Charges that were agreed during the previous term) will be invoiced termly in arrears and included in the School's invoice for the next term's School Fees. All such Specified Charges must be paid in full by direct debit or direct bank transfer on or before the first day of the next term.

4.9 We can charge an administration fee and require payment by direct bank transfer if your direct debit payment is refused. We reserve the right to charge you an administration fee of £50 and refuse payment of the Fees by way of direct debit instalment where a direct debit is refused by your bank. In such circumstances you will then be required to pay the Fees by direct bank transfer.

4.9.1 Local authority funded place entitlement clawback. If you are in receipt of free funded place entitlements from the local authority, and the local authority exercise the right of clawback, we may require you to reimburse the School for any funded period where your child attends the School irregularly including absence due to sickness.

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

4.10 Consequences of non-payment or late payment. If you do not make any payment to the School by the due date for payment, we may:

4.10.1 refuse to allow your child to attend the School, withhold any references, reports or documentation, withdraw sponsorship of your child's Child Student or Student Visa (if applicable), withdraw any bursary or scholarship awarded (including financial assistance by way of fee remission) and/or withhold access to facilities while the School Fees remain unpaid or if there is a repeated or persistent failure by you to pay the School Fees on time. This applies in addition to our right to terminate this contract under Clause 14;

4.10.2 refuse to allow your child to participate in or receive the relevant Service while the applicable Specified Charge remains unpaid;

4.10.3 charge on the overdue amount at the rate of 4 per cent a year above the base rate from time to time of the School's bank. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you;

4.10.4 charge you the costs we incur in recovering, or attempting to recover, any unpaid amount from you (including reasonable legal costs). These can run into many thousands of pounds even tens of thousands of pounds; and/or

4.10.5 inform any other school or educational establishment to which you propose to send your child of any non-payment or late-payment.

4.11 When we may charge you an administrative charge. We may charge you an administrative fee of £50 where you have not complied with your payment obligations under Clauses 4.7 and 4.8 above and you have not paid the sums due within 7 days of us seeking payment from you. The administration fee will either be invoiced when it is incurred or be included in the invoice for next term's School Fees.

4.12 When we may offset unpaid or late Fees. We may at any time, without notice to you, set off any liability owing by you to the School against any liability that we owe to you (including deposits and credit balances), whether either liability is present or future, liquidated or unliquidated, related or not, raised in litigation or not, and whether or not either liability arises under this contract. For the avoidance of doubt, this right to set-off permits the School to offset liabilities arising from a separate parent contract, for example, in relation to a sibling and furthermore may cover liabilities arising from a contract for a place at:

4.12.1 Dean Close pre-preparatory, preparatory and senior schools, Dean Close St John's school and Dean Close Airthrie school;

4.12.2 Little Trees, St Arvans, Little Trees, Tutshill, Little Trees, Celtic Springs, Little Trees, Lansdown, Cheltenham, Little Trees Christchurch, Cheltenham and Little Trees, Hucclecote, Gloucester all being part of Dean Close Nurseries Limited; or

4.12.3 any other nurseries, schools or educational institutions that may form part of the Dean Close Foundation or Dean Close Nurseries Limited from time to time.

If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the School of its rights under this Clause shall not limit or affect any other rights or remedies available to it under this contract or otherwise.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets our right to increase the School Fees during the course of your child's time at the School. We expect to be able to give you notice of any increase in School Fees in accordance with 4.13(i) below but this may not always be possible including in a challenging economic environment.

4.13 Our ability to increase the School Fees. We will review the School Fees (usually annually) and may increase them. If we:

(i) give you notice of an increase to the School Fees before the end of the penultimate term before the increase is to take effect, you will have sufficient time to provide a term's notice of withdrawal under Clause 3.1 or Clause 5.1 without having to pay fees in lieu of notice;

(ii) give you notice of an increase in the School Fee which exceeds 3% later than the last day of the penultimate term before the increase is to take effect, you will be entitled to withdraw your child from the start of the following term as long as you give the School notice in writing of the withdrawal within twenty-one (21) days from the date when notice

of the increase in the School Fees is given. If you provide this notice you will not need to give a term's notice or pay fees in lieu of notice; but

(iii) give you notice of an increase in the School Fees which is both (i) less than 3% and (ii) given later than the last day of the penultimate term before the increase is to take effect, then Clause 3.1 or Clause 5.1 (as applicable) applies and you will need to provide either a term's notice of your intention to withdraw your child from the School or pay fees in lieu of notice.

4.14 Our ability to increase the Specified Charges. We will review the Specified Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Specified Charges prior to the end of the penultimate term before the increase is to take effect. If you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 3.1 or Clause 5.1 above.

4.15 Fees will not be reduced due to your child's absence or the School's closure. Fees will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home because we are providing Education Services remotely for whatever reason. If your child takes study leave at home before or during examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of Fees will be made in respect of any periods spent at home.

4.16 Information on your identity and the source of funds. From time to time we may ask you to provide us with information so that we can properly and accurately verify to our satisfaction:

4.16.1 your identity and/or place of residence;

4.16.2 your child's identity;

4.16.3 that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;

4.16.4 your child's right to enter, live and study in the United Kingdom;

4.16.5 the legitimate source of funds you are using to pay the Fees; and

4.16.6 information provided to us as part of, or in connection with, an application for (or our grant of) a bursary or scholarship award.

You must provide the School with the information and documentation we ask for.

4.17 How School Fees are discharged under our Capital Fees Scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School. Where you and the School have entered into an agreement incorporating the Capital Fees Scheme (i.e. where you have prepaid all or part of the School Fees due under this contract) you will still need to meet the difference (if any) between the amount per term prepaid under the Capital Fees Scheme and the total Fees and other amounts due in respect of your child each term under this contract. The School will provide a termly statement of account in respect of the School Fees, Specified Charges and other amounts due, and the difference will be payable in accordance with the terms of this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY- *it sets out what period of notice we require from you if you wish to withdraw your child from the School, change the nature of your child's place at the School, or remove your child from participating in or receiving a Service for which there is a Specified Charge.*

5. Notice Requirements

5.1 Notice to withdraw your child from the School. **If you wish to withdraw your child from the School (other than at the normal leaving date [which is at the end of Year 8] [which is at the end of Year 13] [which is at the end of Year 6]), you must either give us a term's notice or pay to the School fees in lieu of notice.** Those fees in lieu of notice will be charged at the rate for the term that would have been the final term of your child's education, had you given a term's notice (and not the rate for the term when you gave notice). For example, if you wish to withdraw your child with effect from the start of the Michaelmas term then you would either need to tell us in writing on or before the first day of the preceding Trinity term or pay fees in lieu of notice (at the rate applicable for the Michaelmas term). The

School will apply to deposit you have paid (without interest or any entitlement to repayment under Clause 2.2 above) as payment of any such fees in lieu of notice.

5.2 Notice to change your child's place at the School. Where appropriate, if you wish to change your child's place at the School from a boarding to a day place you must either give a term's notice or pay to the School the difference between the School Fees for a boarding [or termly boarding] place and the School Fees for a day [or day/ boarding] places as fees in lieu of notice, and at such rate as would have been charged for the final term of boarding if a term's notice had been given (and not the rate for the term when you gave notice). All other boarding-related changes, for example changing your child's place from a day place to a boarding place (either temporarily or full time), require the School's prior written consent.

5.3 The Head's discretion to remove your child from boarding. The Head may in their discretion require you to remove your child from boarding and move them to a day place if the Head considers that:

5.3.1 this is in the best interests of your child and/or other children and/or the School; and/or

5.3.2 the School is unable to meet your child's needs within the boarding setting (including cases where the School cannot reasonably accommodate adjustments or provide the nature or level of support required by your child within the boarding setting); and/or

5.3.3 your child's conduct or behaviour (including conduct or behaviour outside School) is unsatisfactory such that moving your child from a boarding to a day place is considered appropriate.

You will be charged the School Fees for your child's day place at the School with effect from the day your child is removed from boarding.

5.4 When the relevant amount of fees in lieu of notice must be paid. In cases under Clause 5.1 or 5.2 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.

5.5 Notice to withdraw your child from participating in or from receiving a Service covered by a Specified Charge which is optional. If you wish to withdraw your child from participating in or receiving a Service which is covered by a Specified Charge which is optional, you must either give a term's notice to that effect or pay to the School as a debt a term's Specified Charges for the relevant Service in which your child has ceased to participate or receive.

5.6 Withdrawal part-way through a term does not reduce the amount you owe to the School. It is not possible for you to reduce the amount of Fees due, or to obtain a refund of Fees, by withdrawing your child or by your child's ceasing to participate or receive a Service part-way through a term.

6. School Rules

6.1 Compliance with the School Rules. It is a condition of remaining at the School that you and your child comply with the School Rules. In addition, you must ensure that your child attends School in accordance with our Attendance Policy, attends punctually and that your child conforms to any rules of appearance, dress and behaviour we may issue.

6.2 We may undertake drugs and alcohol testing of your child. The School may undertake drug and alcohol testing of pupils in accordance with its drugs and alcohol policy as set out in the School Rules. The drugs and alcohol policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.

6.3 Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media. **The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media.** We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7. Suspension, Exclusion and Required Removal

7.1 The Head's discretion to suspend or exclude your child from the School. The Head may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school or online) is unsatisfactory and/or the suspension or exclusion is in the School's best interests or those of your child or other children.

7.2 Where you can find examples of offences punishable by suspension or exclusion. The School Rules set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Head may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.

7.3 The Head's discretion to require you to remove your child from the School. Instead of exclusion or suspension, the Head may in his or her discretion require you to remove your child from the School if the Head considers that:

7.3.1 **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or represents a serious or persistent breach of any code of conduct or policy in place with regards to parents; and/or causes a breakdown of trust and confidence; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, and/or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute (among the school community or the general public); and/or is not in accordance with your obligations under this contract; The School's Discipline, Exclusion and Required Removal Policy sets out a non-exhaustive list of examples of parental conduct that is likely to warrant required removal and/or

7.3.2 your child's attendance and/or progress at the School is unsatisfactory and/or, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children; and/or

7.3.3 separate to the Head's discretion to suspend or exclude your child under Clause 7.1, your child's conduct or behaviour (including conduct or behaviour outside School or online), is unsatisfactory and/or the required removal is in the School's best interests and/or those of your child and/or of other children; and/or

7.3.4 the School is unable to meet your child's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

7.4 What happens if your child is suspended, excluded or removed from the School. Should the Head exercise his or her right under either Clause 7.1 or Clause 7.3 above:

7.4.1 you will not be entitled to any refund or remission of Fees due (whether paid or payable) in or relating to the term in which your child is suspended, excluded or removed;

7.4.2 in respect of exclusions and required removals under Clause 7.3.1, the deposit will be forfeited and retained by the School; and

7.4.3 in respect of exclusions and required removals, fees in lieu of notice will not be payable and any Fees that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.

7.5 Impact of exclusion or required removal on this contract. This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School and the School will stop providing the Services.

7.6 Your right to have decisions to exclude or require the removal of your child reviewed. You are entitled to have any decisions taken by the School and/or Head to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the final stage of the Complaints Procedure.

8. The School's Obligations

8.1 The period of your child's schooling. Subject to these terms and conditions, the School will provide the Services (except any optional Services that you have chosen not to receive) and accept your child as a pupil from the time of joining the School until the end of his or her **[preparatory]** OR **[secondary]** schooling, ie to the end of **[year 8]** **[year 13]** **[year 6]**. **[The School is not obliged to permit your child to enter either year 9 (fourth form) or the sixth form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations. However, even where the School has imposed conditions on entry in year 9 (fourth form) or the sixth form, if you wish to withdraw your child prior to entering year 9 (fourth form) or the sixth form, Clause 5.1 applies.]**

8.2 The scope of our duty to exercise reasonable skill and care. We will exercise reasonable skill and care in the provision of the Services. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for**

your child while off the School premises unless he or she is taking part in a school activity or otherwise under the direct supervision of a member of School staff.

- 8.3 Consent to participation in trips and visits, in contact sports and other sports activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury.
- 8.4 What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care we will:
- 8.4.1 take action (for example, by contacting the emergency services);
 - 8.4.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';
 - 8.4.3 share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and
 - 8.4.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- 8.5 We will give you notice of significant changes. Our website and prospectus describe the broad principles on which the School is presently run. From time to time it may be necessary to make changes to any aspects of the School, including to the curriculum or to the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises)). 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. 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 3.1 or Clause 5.1 above.
- 8.6 Monitoring your child's progress at the School. We will monitor your child's progress at the School and produce regular written reports. **We will advise you if we have any serious concerns about your child's progress but we do not undertake to diagnose dyslexia, ADHD or other conditions.** A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments. Please note that any additional support required in connection with your child's special educational needs may carry a Specified Charge.
- 8.7 Religious observance and relationships and sex education (RSE) and health education. Religious observance, relationships and sex education (RSE) and health education at the School shall be conducted in accordance with the School's policies and the School's Christian ethos.

9. The Parents' Obligations

- 9.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Head and School staff, need your co-operation.
- 9.2 Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:
- 9.2.1 maintaining a constructive relationship with School staff, acting reasonably and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);

- 9.2.2 complying with] any policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time;
- 9.2.3 encouraging your child in his or her studies, and giving appropriate support at home, and ensuring your child attends school in accordance with our Attendance Policy;
- 9.2.4 keeping the School up-to-date and informed about matters which affect or may affect your child;
- 9.2.5 ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information or changes to them, are not withheld and are shared in a timely and transparent manner;
- 9.2.6 engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the provision of the Services; and
- 9.2.7 attending meetings and keeping in touch with the School where your child's interests so require.
- 9.3 **You must notify us of your child's health/medical conditions or special educational needs. It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child and attend a medical examination at the School.** You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has or subsequently develops, whether underlying, long-term, or short-term, including any infections or injuries. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same and cooperate with the School in relation to the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14.1.2 below.**
- 9.4 **Circumstances where we may require you to keep your child away from School.** The School reserves the right to require your child to remain away from School in the following circumstances:
- 9.4.1 due to a health or safety risk (including a virus, pandemic, epidemic or any other health or safety risk, including circumstances where the School reasonably concludes that your child does or may pose a risk of harm to themselves or others). We may provide Education Services to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate. For the avoidance of doubt, the School is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate; and/or
- 9.4.2 where a potential ground for required removal or exclusion is being investigated by the School and this relates to the conduct of your child or engages their (or another child's) safety or well-being. In such circumstances, the requirement to keep your child away from School would be a neutral act during the investigation procedure. (Alternatively, your child may be placed under a special regime if they remain on School premises); and/or
- 9.4.3 in accordance with Clause 4.10.1
- 9.5 **You must notify us of any special arrangements needed for your child.** You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare, and provide on reasonable request from the School such further information as may be reasonably required by the School to understand the basis for and scope of such arrangements.
- 9.6 **You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child.** You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in relation to your child's attendance at the School and/or the School's provision of education to your child. In any such circumstances you must promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s), having obtained the permission of the court if necessary.
- 9.7 **We require you to nominate a 'responsible adult' for us to contact in your absence.** Where we notify you that this is a requirement, you must complete and submit to the School a parental absence form for your child. This form will nominate a 'responsible adult' (or 'educational guardian') for your child who, amongst other things, can be contacted if the School is not able to contact you and who can look after your child in your absence. If your child's visa is sponsored by the School as a *Child Student* or *Student* this is a requirement of their visa. If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your

main residential address for a period of longer than 24 hours then you must also inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

- 9.8 *Educational guardians.* If you are both resident overseas, it is a condition of your child entering the School that you appoint and retain a suitable educational guardian in the United Kingdom for the duration of your child's schooling and until their leaving date. You must make suitable arrangements to ensure that your child lives with their appointed educational guardian or returns home for all exeat weekends, half terms and school holidays. You are responsible for making this appointment and must inform the School of the name and contact details of the educational guardian no later than one month before the first day of term when your child is due to start at the School.

For the purpose of this Clause 9.8, a suitable educational guardian is one as described in the Schools Guardian Policy. Further information and criteria on suitability is also detailed in the School's Admissions Policy found on the website.

- 9.9 *Receiving information from you and sharing information with you.* The School is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 9.10 below, or otherwise according to the circumstances, you (and each of you) accept that the School is entitled to treat:

9.9.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

9.9.2 any communication from the School to one of you as having been given to both of you.

Please note that any person who has parental responsibility for your child is entitled to receive certain core information from the School about your child's progress and attainment. The School will therefore disclose such information as a matter of routine to each such person unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).

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

- 9.10 *We are entitled to require that notices of withdrawal must be signed by both parents.* **A notice of withdrawal of your child served under this contract (ie, under any of Clauses 3.1, 4.6, 4.13, 5.1 or 5.2) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School is entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).**

- 9.11 *You must notify us of your child's absence from School.* The School must be informed as soon as possible in writing of any reason for your child's absence from School. You can do this by contacting the school office. Wherever possible the School's prior consent should be sought for absence from the School.

- 9.12 *Raising concerns with the School and making formal complaints.* If you have cause for concern about your child's safety, care, discipline or progress you must inform the School as soon as possible. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request.

10. **Insurance**

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of Fees due to absence of your child or closure of the School premises. The School offers certain insurance products from time to time, details of which can be obtained from the bursary.

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

- 11.1 *Reference for your child.* We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or to any prospective employer. 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 about him/her 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.

11.2 You are required to update us of changes to information held, or circumstances relating to, you and/or your child. You must:

11.2.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and

11.2.2 inform the School of any change to your or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the School, including relevant contact details.

11.3 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:

11.3.1 as set out in this Clause 11, and in the School's 'Privacy Notice' which is available on the School's website as may be amended from time to time;

11.3.2 to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement;

11.3.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes; and

11.3.4 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).

12. Intellectual Property Rights

Recognising these rights. We will recognise any intellectual property rights created, generated or owned by or vested in your child.

13. Changes in Ownership, etc

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling which is at the end of [year 8] [year 13] [year 6]).

14. Ending this Contract

14.1 Our rights to end the contract. In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 7, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or Fees paid to you, if:

14.1.1 you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;

14.1.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of the Services by the School to your child (such as misrepresenting at any point in time that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not or any information about your child's health, medical conditions, special educational needs, disability or allergies);

14.1.3 you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or your child fails to attend the School's medical examination and/or you fail or refuse to complete and submit a

parental absence form and/or you fail or refuse to inform the School of a suitable educational guardian in accordance with Clause 9.8 if required to do so;

- 14.1.4 you fail or refuse to provide us with information we require under Clause 4.16. Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided;
- 14.1.5 your child no longer holds an immigration status which confers a right to study in the UK;
- 14.1.6 you (or either of you):
- (a) are unable, following our request, to demonstrate that you will be able to pay the Fees due under this contract;
 - (b) repeatedly or persistently fail to pay the Fees on time;
 - (c) are otherwise unable to pay your debts as they fall due; or
 - (d) are the subject of a bankruptcy petition or order or enter into an individual voluntary arrangement; or
- 14.1.7 you otherwise do not comply with (i.e., you breach) your obligations under this contract (including under Clause 9) such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the Services it needs to in satisfaction of its obligations under this contract.
- 14.2 Your rights to end the contract. In addition to where you withdraw your child, you may end this contract at any time by notice in writing to the School if:
- 14.2.1 you have a legal right to end the contract because of something we have done wrong; or
- 14.2.2 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- 14.3 When this contract will end if not terminated early. For the avoidance of doubt and without you or us having to provide notice, this contract will end at the end of your child's schooling [at the end of year 13 unless terminated at the end of year 8 or if your child does not meet any requirements imposed by the School under Clause 8.1 for entry to the sixth form] [at the end of year 8] [at the end of year 6].
- 14.4 Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any Fees. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.
- 15. Events outside of our, or your, control**
- 15.1 What we mean by an "event outside of our/your control". In this Clause 15 "event" means any event beyond either your or our reasonable control including, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, or terrorist attack.
- 15.2 What happens if we are affected by an event outside of our control? If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School will give you notice in writing. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, (including by providing Education Services remotely, if appropriate), the School will not be responsible for performing those obligations which are prevented or delayed by the event.
- 15.3 Events lasting more than 6 months. If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and we are unable to provide Education Services remotely) for a continuous period of more than six (6) months, the School will notify you of the steps we plan to take to ensure performance of the contract after such period and you will then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- 15.4 What happens if your child is affected by an event outside of your control? Subject to Clause 4.15 (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 receive any of the Education Services (including remotely) due to reasons caused by an event you must give the School notice in writing and the following provisions shall apply:
- 15.4.1 in consultation and cooperation with the School you must 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;

15.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 15.4.1 above, your child is not able to participate and benefit from any level of Education Services by the School (whether at School or remotely) then you will not be responsible for failing to perform your obligations (including the obligation to pay Fees, pro-rated accordingly) during the continuance of the event;

15.4.3 if the event continues to prevent your child wholly and completely from attending the School or being able to receive any of the Education Services (whether at the School or remotely) for more than six (6) months, you or the School will be entitled to terminate the contract on written notice and without you being required to give a term's notice or to pay a term's School Fees in lieu of notice.

16. Communications between you and the School

16.1 Notices must be in writing. When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

16.2 We will use the contact details held by the School to contact you. Communications (including notices) will be sent by the School to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**

16.3 How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head, and sent **either** by email to the School using this email address:

Dean Close School	use	headdcs@deanclose.org.uk
Dean Close Prep	use	headdcps@deanclose.org.uk
Dean Close Pre-Prep	use	headdcpps@deanclose.org.uk
Dean Close St John's	use	headdcsjs@deanclosestjohns.org.uk
Dean Close Airthrie	use	headdcas@airthrie-school.co.uk

or otherwise sent to the School's address by first or second class post.

We recommend that if you provide notice under any of Clauses 3, 4.6, 4.13, 5.1, 5.2 or 5.5 of these terms and conditions (which are the provisions dealing with withdrawing your child from the School or otherwise changing their place) you telephone the School to confirm receipt if you have not received an acknowledgement from us.

17. The Law that applies to this contract and where legal proceedings may be brought

17.1 The law that applies to this contract. The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.

17.2 Rights in relation to the enforcement of this contract. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

18. Changes to these Terms and Conditions

Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding Lent term.