



**Newcastle upon Tyne
Royal Grammar School**

Standard Terms and Conditions

As issued April 2025

1. Terminology

- a) **The School / We** means The Newcastle upon Tyne Royal Grammar School t/a Royal Grammar School as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee. The School is a mainstream, day school for boys and girls aged 7 to 19 and comprises the Senior School and the Junior School.
- b) **The Head** means the Head of the School as appointed by the Governors of the School and includes those to whom any of the duties of the Head have been responsibly delegated. The Head is responsible for the day-to-day running of the School.
- c) **Governors or 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.
- d) **The Parents / You** means each person who has signed the acceptance form and agreed to be bound by these Terms and Conditions. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions. The Parents are expected to give their co-operation, support and encouragement to the aims of the School and to uphold and promote its good name. The Parents must co-operate with the School and all School staff in good faith, including by:
- i. maintaining a constructive relationship with members of the School staff and wider community, acting reasonably, and ensuring the tone, content, volume and/or nature of their communications with the School are reasonable and appropriate;
 - ii. encouraging the Student in their studies, giving appropriate support at home, and ensuring the Student attends school;
 - iii. keeping the School up-to-date and informed about matters which affect or may affect the Student (including circumstances which arise at any time that affect or may affect the Parents' ability to pay fees and supplemental charges, any changes to the Student or the Parents' immigration status, and information relating to the Student's health, special educational needs, medical conditions or allergies);
 - iv. ensuring that all details or other information notified or otherwise disclosed to the School about them and/or the Student is accurate, truthful and not misleading and that relevant details and information (which may include information relating to the Student's health or special educational needs or medical conditions), or changes to any of them, are not withheld and are shared in a timely and transparent manner;
 - v. engaging with the School in a cooperative and transparent manner and providing assistance to the School so that the Student

can participate in, and benefit from, the School's provision of education; and

- vi. attending meetings and keeping in touch with the School where the Student's interests so require.

The School is entitled to expect that the Parents have consulted with each other and, where applicable, with anyone else with parental responsibility for the Student regarding decisions relating to the Student. Where applicable, the Parents acknowledge and agree that, prior to and during the Student's time at the School, the School is entitled to assume that the Parents have consulted with each other so far as decisions regarding the Student are concerned. Accordingly, you (and each of you) accept that the School is entitled to treat:

- i. any instruction, authority, request or prohibition received from one of you as having been given on behalf of both parents; and
 - ii. any communication from the School to one of you as having been given to both of you unless we receive an express contrary view.
- e) **The Parents** agree to provide such information as might reasonably be required by the School at the time of admission and, throughout the time the Student remains a student at the School, to update such details immediately, should they change. The Parents must inform the School of any health or medical condition, special educational need, emotional, social or behavioural difficulty, disability or allergy that the Student has at the time of joining the School or which subsequently changes or develops after joining the School, whether underlying, long-term, or short-term, and including any infections. The Parents must also provide the School, whether upon further request by the School or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the School in relation to the same. If the Parents withhold from the School or otherwise misrepresent to the School information of this nature, the School may exercise its right to end this contract in accordance with clause 6(h). The Parents must provide full contact details for the Parents at home and work and contact details for any person or persons who might be contacted if the Parents are not available.
- f) **The Parents** confirm that that they will, as soon as possible, disclose to the School in confidence any family circumstances, court proceedings or court orders in place which may affect the care or living arrangements for the Student and/or the payment of fees and other charges for their education.
- g) **The Student** means the student named on the Acceptance Form.

2. The School's aims

- a) **The School's aims** are described on its official website (www.rgs.newcastle.sch.uk). The School

seeks to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. As its statement of ethos explains, the School strives to offer the highest standards of teaching and pastoral care and welcomes parental contact. The School is an environment in which students are encouraged to participate in work and leisure activities with enthusiasm and commitment. The School welcomes staff and children from many different ethnic groups, backgrounds and creeds and all students are expected to behave with tolerance and understanding, respecting the needs of others.

- b) **Provision of education.** The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each student 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 Student but cannot guarantee that the Student will achieve desired examination results or that results will be sufficient to gain entry to other educational establishments. We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole.
- c) **Changes at the School.** A successful School must initiate and respond to change. The offer of a place and its acceptance are given on the basis that, in the interests of the School as a whole, reasonable changes may be made from time to time to these Terms and Conditions to reflect changes in the law or in custom and practice at the School. Changes may also be made, for example, to the size and location of the School, to its premises and facilities, to the academic and cocurricular, to the structure and composition of classes, to the way the School is run, to the rules and disciplinary framework, to the length of the School terms and the School day and to any other aspect of the School. Fee levels will be reviewed each year and are subject to increase from time to time. The Parents will be given notice of any proposed changes. If the ownership or legal status of the School changes, the School's rights and obligations under these Terms and Conditions will be deemed assigned to the new entity. The School will endeavour to ensure that the Parents are given adequate notice of any significant proposals or changes of policy that are likely to affect the School community as a whole and the reasons for them as soon as practicable.
- d) **We will endeavour to give you notice of significant changes.** Where practicable, we will give you notice of any planned changes that we regard as significant to the Student's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw the Student from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under clause 6(f) below.

- e) **The Standard Terms and Conditions.** These Standard Terms and Conditions reflect the custom and practice of independent Schools and together with the letter of offer, the Conditions of Award (if applicable), the Acceptance Form and the fees list, they form a legally binding contract between the Parents and the School for the provision of educational services. The Terms and Conditions are intended to promote the education and welfare of student and the stability, forward planning, proper resourcing and development of the School. Any waiver is effective only if given in writing by the Head or the Director of Finance and Operations personally. Nothing in these Terms and Conditions affects the statutory rights of the Parents.

3. Care and good discipline

- a) **Head's authority.** The Parents authorise the Head to take and/or authorise in good faith all decisions that safeguard and promote the Student's welfare. The Parents' consent to such physical contact with the Student:
 - i. as may accord with good practice;
 - ii. as maybe appropriate and proper for teaching and instruction;
 - iii. to provide comfort to a student in distress;
 - iv. to maintain safety and good order; or
 - v. in connection with the Student's health and welfare.

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

- b) **Conduct and attendance.** The School attaches importance to courtesy, integrity, manners and good discipline. The Student is expected to take a full part in the activities of the School, to attend punctually on each School day, to work hard, to be well behaved and to comply with the School rules. The Student will receive PSH 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 Student 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 Student's 16th birthday by giving formal notice in writing that they do not wish the Student to take part. After that time, the Student may decide for themselves if they wish to receive sex education. The Student cannot be withdrawn from relationships education. Please see the School's Relationships and Sex Education Policy, available on the website, for further information. The School must be informed as soon as possible in writing or by telephone of any reason for the Student's absence from School. Wherever possible the School's prior consent should be sought for absence from the School

other than for reasons of ill health.

- c) **The Student's health.** The Head may at any time require a medical opinion or certificate as to the Student's general health. The Parents must inform the Head in writing if the Student has or develops any known medical condition, health problem or allergy, or has been advised by the Student's own doctor to notify others following contact with infectious diseases, or is unfit to take part in any School activities, including sports and games activities. The Parents undertake not to send to School any child who by virtue of their state of health is not fit to attend. If the School so requires due to a health risk either presented by the Student to others or presented to the Student by others or by reason of a virus, pandemic, epidemic or other health risk, the Parents may be required to keep the Student at home and not permit them to return to the School until such time as the health risk has passed. During any such period, the School reserves the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. This may be by online or other form of remote learning. The School has a Medical Officer and a Nurse to assist in providing health care and advice for students and staff.
- d) **Medical information.** The Parents are required to complete a medical questionnaire for each student on entering the School and consent to the School Medical Officer or a GP partner examining the Student at any time while at the School. The Parents are also required to advise the School of any change in the health of the Student and must complete further medical questionnaires in connection with team sports and overnight School trips. The Parents must also complete a separate and specific questionnaire and consent form when registering the Student to take part in a School trip that involves an overnight stay. Additional information sent by the Parents under separate cover, details of consultations with the Student and information provided by a healthcare professional will not be disclosed without express consent. The School Medical Officer will assess whether it is appropriate to seek such consent from the Student or from their Parents. Throughout the Student's time as a member of the School, the School Medical Officer shall have the right to disclose confidential information about the Student if it is considered to be in the Student'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.
- e) **Urgent medical attention.** The Parents authorise the Head to consent on their behalf to the Student receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Student's welfare and if the Parents or a second emergency contact cannot be contacted in time.
- f) **Conduct of the School.** 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 Student 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. The Head is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of School discipline, and removal or expulsion under clause 7 below. It is a condition of remaining at the School that the Parents and the Student accept the School regime and the School Rules (in so far as they are lawful and reasonable) including those that apply to appearance, dress and School discipline from time to time.

- g) **Discipline at the RGS.** The School publishes on its website, and makes available to the Parents when their children join the School, documents such as the School's *Behaviour, rewards and sanctions Policy (Junior and Senior School versions)*. Their purpose is to help every student know what is expected and to encourage courtesy and consideration for others, so they deal with ethos as well as regulation. Parental support for the Policies is expected.
- h) **Drugs and alcohol testing.** The Student may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Student's permanent medical record.

4. Admission and entry to the School

- a) **Registration.** Applicants will be considered as candidates for admission and entry to the School when the online Registration Form has been completed and returned to the School and the non-refundable registration fee paid. Admission and entry will be subject to the availability of a place and the student satisfying the admission requirements at the time. Admission occurs when the Parents accept the offer of a place. Entry occurs on the date when the Student attends the School for the first time under these Terms and Conditions.
- b) **Offer of a place and deposit.** A deposit (the Deposit) as shown on the fees list for the relevant year will be payable when the Parents accept the offer of a place. The Deposit will be retained in the general funds of the School until the Student leaves and will be repaid by means of a credit without interest to the final payment of fees or other sums owing to the School following the Student's departure, unless stated otherwise in these Terms and Conditions.
- c) **Moving up the School.** It is assumed that, if the Student satisfies the relevant criteria at the time, they will progress through the School and will ultimately complete Year 13. Unless the Student will be leaving at the end of Year 13, the Parents must give a term's notice in writing (i.e. before the start of the Summer

Term) if they do not intend the Student to proceed to the next year of the School, or a term's fees in lieu of notice will be payable.

- d) **Moving to the Senior School.** The Student if moving from the Junior School to the Senior School will be required to show that they have the necessary ability, attainment and motivation. This is normally demonstrated simply by continuous monitoring of performance. For progression from Year 11 to the Sixth Form the School reserves the right to set for the Student specific grade expectations at GCSE or other appropriate targets.

5. Fees and supplemental charges

- a) **Items covered.** Fees cover normal curriculum teaching together with most books and stationery. Other items incurred by the School or the Student may be charged as supplemental charges. These may include any additional charges incurred by the School in providing for the additional needs of the student, where it is lawful to do so, or examination charges (including any charges associates with re-sits or re-marks). Damage done by the Student, other than fair wear and tear, may be separately invoiced and must be paid as a supplemental charge via Evolve.
- b) **Ability to pay fees and charges and information on your identity and the source of funds.** The School reserves the right to ask the Parents, upon their acceptance of a place or subsequently, to provide satisfactory evidence that they are in a position to meet the cost of School fees and supplemental charges for the foreseeable future, including by means of a credit check provided by a reputable financial agency. From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:
- your identity;
 - the Student's identity;
 - the Student's right to enter, live and study in the United Kingdom; and
 - the source of funds used to pay the fees.

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

- c) **Payment of fees and charges.** The annual fees are customarily divided into three equal parts and charged termly, regardless of the length of any term. Each term's fees are charged separately and are payable before the start of each term, or, by prior written agreement, in eleven equal instalments paid monthly by Direct Debit from August to June inclusive during each School year. Any agreement by the School to accept payment in advance or by instalment will be subject to a separate agreement (see clause 5(k)). Termly payments can also be taken by Direct Debt by prior agreement. Other charges, such as School lunches, will be added to the termly invoice or to the instalment due on the first day of each term. The Student may be excluded from the School at any time when fees are unpaid, or if there is a persistent failure by you to pay fees on time, and will be deemed withdrawn without notice 28 days after such exclusion (in which case a term's fees in lieu of notice will be payable). The School is agent only in respect of any goods and

services which are supplied by a third party via the School to students or their Parents. Fees will not be refunded or waived for absence due to illness or otherwise; or if a term is shortened or a vacation extended; or if the Student is required to study from home as a result of us providing educational services remotely; or if the Student is released home for study leave, during or after public examinations or otherwise before the normal end of term; or for any other cause except in the sole discretion of the Head.

- d) **Allocation of payments.** Except where expressly agreed with you otherwise, the School allocates payments from you to the fees account for the Student as it sees fit. The School shall be entitled to appropriate a payment made in respect of one child to the unpaid account of any other child of the Parents at the School.
- e) **Supplemental charges.** Any items charged that are supplemental to the fees as referred to as Supplemental Charges. For example this may include any extra-curricular activities such as trips or visits, sketch books and competition fees. The School uses Evolve for payment of supplemental charges, except School lunches which will be treated as described in clause 5(c) above, and Parents will be required to sign up. The School reserves the right to refuse to allow the Student to participate in the relevant extra-curricular activity while the applicable supplemental charges remain unpaid.
- f) **Responsibility for payment.** The Parents jointly and severally agree to pay the fees and supplemental charges applicable to each term together with taxes, as applicable, directly to the School. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. 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. 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 the funds or where it has reason to believe that it may be unlawful to accept the payment.
- g) **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 any liability under these Terms and Conditions unless an express release has been given in writing signed by the Director of Finance and Operations. The School reserves the right to refuse a payment from a third party.
- h) **Indemnity.** The Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School if the School is required to pay all or part of any sum paid on behalf of Parents to a third party.
- i) **Late payment.** Simple interest may be charged on a day-to-day basis on overdue invoices. The rate of interest charged will be at up to 1.5% per annum over the base rate of the School's bank accruing on a daily basis. The right is also reserved for the School to charge an administration charge as set out in the School's fees list immediately where payment of any amount is

overdue. 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.

- j) **Bursaries.** The award of any bursary will bring with it the expectation of high standards of behaviour, attendance and work. An award may be withdrawn with immediate effect, and the full fees become payable, if in the opinion of the Head, the Student's attendance, progress or behaviour no longer merits the continuation of the award - though an award will not be withdrawn for a term which has already commenced. The terms of a bursary and in particular the terms upon which benefits may become repayable (the Conditions of Award) are set out (where applicable) in the offer letter to Parents.
- k) **Instalment arrangements / Fees in advance.** 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.

6. Notice requirements

a) Definitions:

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

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

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

A Term's Written Notice means notice in writing given before the first day of a term and expiring at the end of that term.

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

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

from the School halfway through a term.

- b) **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 written notice or where the Student is excluded for more than 28 days for non-payment of fees as set out in clause 5(c) and not limited to the parental contribution in the case of a bursary. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability at the School and to enable it to plan its staffing and other resources.
- c) **Cancellation rights.** If the offer of a place and its acceptance are both made entirely at distance by means of, for example, post, fax 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 form. In such circumstances the Deposit 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 published on the School website.
- d) **Cancelling acceptance.** If the Parents wish to cancel and terminate this contract (i.e., cancel a place at the School which has been accepted by the Parents before the Student enters the School or where the Student does not enter the School) at any time after the expiry of the 14 day cancellation period described in the clause 6(c) above, if applicable, they shall do so either by providing at least one term's written notice or 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 retain the Deposit.
- e) **Cancelling a place offered in the Term before Entry.** Except for where clause 6(c) applies, if the offer of a place is made within a term of the Student'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 Deposit, payable as a debt.
- f) **Withdrawal from the School.** If the Parents wish to withdraw the Student at any time after the Student has entered the School they shall do so either by providing at least one term's written notice or paying one term's fees in lieu of notice. The Student's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
- g) **Other events requiring written notice.** Half a term's notice (or half a term's charge in lieu) is required to discontinue extra tuition or other charges, including School lunches.
- h) **Termination by the School.** The School may terminate this contract:

i) on one term's written notice sent by ordinary post or email where it has good cause and following consultation with the Parents and also the Student (if of sufficient maturity and understanding). The Deposit will be refunded without interest, less any outstanding balance of Fees or charges; or

ii) on reasonable notice if, in the professional opinion of the Head, the School is unable to provide all or a significant proportion of the educational services to the Student; or

iii) immediately where the Student does not have the appropriate immigration permission to live in the United Kingdom and to study at the School or, in the case of a Student who holds a Child Student visa on the basis of sponsorship by the School, where Parents have arranged accommodation for the Student which does not meet the requirements of the Child Student Immigration Rules; or

iv) immediately where after seven days from the School requesting that they do so the Parents have not made arrangements which the School considers are suitable with an education guardian or accommodation provider; or

v) 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

vi) 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.

7. Removal and expulsion of a Student

a) **Removal at the request of the School.** The Parents may be required, during or at the end of a term, to remove the Student, without a refund of fees, permanently from the School if, after consultation with a parent, the Head is of the opinion that:

i) the conduct or progress of the Student has been unsatisfactory; or

ii) if the Student, in the judgement of the Head, is unwilling or unable to profit from the educational opportunities offered; or

iii) one or both of the Parents have treated the School or members of its staff or any member of the School community unreasonably and/or adversely affects (or is likely to adversely affect) the Student's or other student's progress at the School, and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract). The Deposit will be refunded in the event of removal from the School and fees in lieu of notice will not be charged but all outstanding fees will be payable in full.

b) **Expulsion.** The Student may be expelled at any time if the Head is reasonably satisfied that the Student's

conduct (whether on or off School premises or in or out of term time) has been prejudicial to good order or School discipline or to the reputation of the School. The Head will act fairly and in accordance with the procedures of natural justice and will not expel a Student other than in grave circumstances. There will be no refund of fees following expulsion (and all unpaid fees must be paid). The Deposit will not be returned/credited but fees in lieu of notice will not be charged.

c) **Appeal to Governors.** A decision to require removal or expel the Student shall be subject to appeal to the Governors. The DFO will furnish them with details of the School's procedure in such cases.

d) **Discretion of the Head.** The decision to exclude, suspend or require removal or expel a student and the manner and form of any announcement shall be in the sole discretion of the Head. Except as required by law, in no circumstances shall the School or its staff be required to divulge to the Parents or others any confidential information or the identities of students or others who have given information which has led to suspension, the requirement to remove or expulsion or which the Head has acquired during an investigation.

e) **Access.** If the Student is withdrawn, excluded, suspended, removed or expelled from the School, they shall have no right to enter any of the School's premises without the written permission of the Head.

8. Personal Information: References, Confidentiality and Data Protection

a) **Data Protection Law.** The School will process personal data about you and the Student in accordance with current data protection law, including the Data Protection Act 2018 (as it is amended or superseded) and other related legislation. We will process such personal data:

i. as set out in this clause 8, and in the School's 'Privacy Notice' which is available on the School's website as may be amended from time to time;

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

iii. to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes

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

i. managing relationships between the School and current student/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and

- ii. promoting the School to prospective students/parents, publicising the School's activities, and communicating with the school community and the body of former students.

This may include the use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

- b) **Student Sponsor.** In order to comply with our responsibilities as a licensed Student Sponsor for immigration purposes, we may need to provide information relating to you and/or the Student's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor the Student or not). Such information may include information about the Student's immigration status, attendance records, and any changes in your or the Student's circumstances (including where the Student is excluded, required to be removed, or this contract is terminated).
- c) **Use of Information and Communications Technology (ICT).** The right is reserved for the School to monitor the Student's use of ICT. The Parents acknowledge that a breach of the School's ICT Policy or unauthorised use of ICT facilities in School is a disciplinary offence. An Acceptable Use Policy for IT and other relevant policies are published on the School's official website. A breach of the Acceptable Use Policy will be regarded as a breach of the School Rules. References to the School, its governors, staff and students on social media are also monitored and any reference by a student likely to cause offence or bring the School or any individual into disrepute will be regarded as a breach of the School Rules.
- d) **Reports.** The School monitors each student's progress carefully and Parents will receive grades and / or reports either in writing or at a meeting with subject teachers. The schedule and balance of written reports and meetings may change from one year to another.
- e) **Examinations and references.** The School will enter the Student's name for an examination if the Head is satisfied that such is in their best interests. Information supplied to the Parents and others concerning the progress and character of the Student and about examinations/further education and career prospects and any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to the Student is accurate and any opinion given on their ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or the Student is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

9. General conditions

- a) **Special Precautions.** The Head needs to be aware of any matters that are relevant to the Student's

security and safety. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to a student for whom any special safety precautions may be needed. One or both of 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 student or of the School.

- b) **Learning difficulties and 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". 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. 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 Student 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 cooperate fully with any investigation of the Student's educational needs and any refusal to do so may be regarded as unreasonable behaviour. 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.
- c) **Leaving School premises.** The School will do all that is reasonable to ensure that the Student remains in the care of the School during School hours but does not accept responsibility for the Student if they leave School premises in breach of School rules or regulations. The School is not legally entitled to prevent a student aged 16 years or over from leaving School premises during School hours. The Student may be asked for details as to mode of travel and the address and a contact telephone number where the Student can be contacted when not on School premises. The School reserves the right in the case of exceptionally bad weather or other emergency, to close the School before the end of the School day, in which case all students in Year 10 and below will be required to make contact with their Parents or other responsible adult before being allowed to leave School. For the avoidance of doubt, the School cannot accept responsibility for the welfare or safety of any student while off School premises unless they are taking part in an activity or event organised by the School and under the supervision of a member of the School's staff.
- d) **Residence during term time.** The Head must be notified in writing immediately if the Student will be residing other than with the Parents. The notification must include the full name, contact details, the relationship of that person to the Student and the dates when the Student will reside with them.
- e) **Absence of Parents.** At any time when both the Parents will be absent from the Student's home overnight, for a 24 hour period or longer, the School requires, in writing or by e-mail from the Parent's personal account, the address at which the Student will be resident, the Student's relationship to their temporary guardian and the name, address and telephone number for 24-hour contact of the adult

who will have care of the Student. The temporary residence must be within reasonable travel distance of the School.

- f) **Liability and insurance.** The School does not, unless negligent or in breach of any other legal obligation, accept responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of the Parents, including insurance of the Student's personal property whilst at School or on the way to or from School or on any School sponsored activity away from the School, or for the payment of fees due to absence of the Student or closure of the School premises. The Student is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees. The School is not the agent of the Parents for any purpose related to insurance.
- g) **Students' personal property.** Students are responsible for the security and safe use of all personal property and the Parents are responsible for ensuring that all such property is clearly marked with the owner's name. In accordance with Health and Safety regulations the Student may not bring any item of equipment on to School premises which runs off mains electricity without the prior written permission of the Head or DFO.
- h) **Concerns and complaints.** If the Parents have any concerns at all about any aspect of their child's life at School or the School itself, they should contact an appropriate member of staff as soon as possible. The School undertakes to regard all such expressions of concern seriously and to follow them up promptly, and recognises the importance of confidentiality, fairness and ensuring that no one suffers unjustly. In this context, Parents are also asked to read the School's Anti-Bullying Policy, Anti-Cyberbullying Policy and Safeguarding Policy and Complaints Policy as set out on the School website.
- i) **Intellectual property.** Where the Student creates a copyright work, including where the work is created jointly with a member of staff or another student, 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. The School's logo, in various formats, is a Registered Trade Mark.
- j) **Information for parents.** The School provides parents of prospective students with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus / website / promotional literature or in statements made by staff or students during a visit or an open day. If the Parents intend to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the School.

- k) **Consumer protection.** Care has been taken to use plain language in these Terms and Conditions and to explain the reasons for any of the terms that may appear one-sided. If any word(s), alone or in combination, infringe consumer rights laws or any other provision of law, they should be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

- l) **Force Majeure.** Force majeure event shall mean any cause beyond the School or the Parents' control, including for the avoidance of doubt strikes, other industrial disputes, act of God, fire, flood, drought, earthquake or other natural disaster, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority, accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination). In the event of a force majeure event arising which prevents or delays the School's or the Parents' performance of any of their obligations under this contract, the affected party shall forthwith give the other party notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure event. Provided that the affected party has acted reasonably and prudently to prevent and minimise the effect of the force majeure, that party will have no liability in respect of the performance of such its obligations as are prevented by the force majeure event while it continues. The affected party shall use all reasonable endeavours to mitigate the effect of the force majeure event on the performance of its obligations. For example, the School shall use its best endeavours during the continuance of the force majeure event to provide educational services and shall notify the Parents of the steps it will take to ensure performance of the agreement. If the affected party is wholly and completely prevented from performing all of its obligations as a result of a force majeure event for a continuous period of more than six (6) months, that party shall notify the other of the steps it plans to take to ensure performance of the contract after such period and the other party shall then, following receipt of such notice, be entitled to end this contract on written notice and without giving a term's notice or paying fees in lieu of notice.

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

- i. in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the force majeure event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

- ii. in circumstances where, following the efforts made and steps taken under sub-clause 9 (l) (i) above, the Student is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
 - iii. if the event continues to prevent the Student wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at School or remotely) for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.
- m) **Interpretation.** These Terms and Conditions supersede 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.
- n) **Third party rights.** Only the School and the Parents are parties to this contract. Neither the Student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- o) **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.
- p) **Jurisdiction.** This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by English Law and the courts of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

