PRESTFELDE

London Road, Shrewsbury, SY2 6NZ. Telephone:
01743-245400

STANDARD TERMS AND CONDITIONS

AMENDED 8th January 2025

(With effect 15th April 2025)

We believe that these standard terms and conditions reflect the custom and practice of independent schools for many generations. The rules about change and about notice and fees in lieu of notice and the other rules set out below are provided in good faith. They promote the stability, forward-planning, proper resourcing and development of the School. They help also to protect parents from increases in fees and liabilities caused by the defaults of others. Any waiver is effective only if confirmed in writing by the Head personally.

1. **Definitions**

a) 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;

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

"the Complaints Procedure" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. A copy of the procedure is available from the School at any time upon written request;

"deposit" means the sum set out in the Schedule of Fees;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

“Fees in lieu (of notice)” means fees in full for the term of notice at the rate that would have applied had the pupil attended the School.

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

"Head" means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"Schedule of Fees" means the [published] note of the School's prevailing fees;

"School Rules" means the rules of the School. Each pupil in the Main School is supplied with a copy of the School Rules within the Parents' Handbook, which give information about the ethos and rules at the School. The purpose of the School Rules is to help every pupil to know what is expected and to encourage courtesy and consideration for others. These rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments;

"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 preceding the term to which the notice relates. It is valid only for the term in which it is given and only when written and accepted in writing by the Head.

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

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires. The School is part of the Woodard Corporation acting by its Governing Body as now or in the future constituted.

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or a person who with the School's written consent replaces a person who has signed the Acceptance Form.

Use of the word "including" shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

b) Contract Terms. The Acceptance Form, the Schedule of Fees, the School Rules, the Complaints Procedure, the FIA Terms and Conditions and these terms and conditions form the terms of a contract between you and Prestfelde School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party. Nothing in these standard terms and conditions affects the statutory rights of parents or pupils.

1. **Acceptance and Deposit**

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

b) *The non-refundable status of the deposit*. **The deposit is not refundable if your child does not take up their place at the School**. The limited exception to this is where notice is given in accordance with Clause 2.a below and the School actually fills the specific vacancy created by your child's withdrawal, in which case the School shall refund the deposit to you less 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.

2. **Withdrawing your Acceptance of a Place before your child joins the school**

a) *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 a term's fees in lieu of notice**. This means that if, for example, your child is due to start at the School in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding summer term (ie, the final term of the previous academic year) or pay fees in lieu of notice.

b) *If we receive a term's notice*. If you provide a term's notice, no further fees will be payable but you will not receive a refund of the deposit (the only exception to this if you are entitled to a refund of the deposit under Clause 1.b above).

c) *If we do not receive that period of notice*. **If you do not provide us with a term's notice (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the School upon demand as a debt.** The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 1.b above) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.

3. **School Fees, Supplemental Charges and Payment**

a) *What the fees include*. Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of educating your child

b) *What the fees do not include: supplemental charges*. We refer to any items or services charged to you in addition to the fees as **supplemental charges**. By way of example, any extra-curricular activities (such as individual music lessons, trips and visits) in which you agree your child may participate and which need to be paid for, will be supplemental to items met by the fees and charged for accordingly. [In addition, all public examination fees shall be charged as supplemental charges.] Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees.

c) *Who is responsible for payment*. **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own**. Each parent who signs the Acceptance Form therefore has an individual responsibility to ensure that, individually or between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid then in order to recover the outstanding payments, the School can, in its discretion, choose to seek payment of the amount outstanding from either parent or both parents. The only exceptions to this are set out in Clause 3.d 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 parent's liability for the fees and supplemental charges due under this contract.

d) *How one parent can 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 parent who has signed the Acceptance Form may be removed from their payment responsibility under this contract 'but

that parent **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 (without obligation to do so) 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 and until we agree otherwise in writing.

e) *How bursary and scholarship awards are treated*. A bursary/scholarship or other award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you, including in relation to an application for the award)) no longer merit the continuation of the award.

If your child has been awarded a [scholarship/bursary] which includes financial assistance (eg, by way of fee remission), your responsibility will be to pay for 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 your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School without the benefit of the financial assistance.

f) *How the fees are charged and payment requirements*. The annual fees are divided into three (3) equal parts and are charged separately on a termly basis, regardless of the length of any term and regardless of your child's year group. **Each term's fees fall due for payment by you on the first day of that term**. Each term's 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 3.d above). The fees must be paid monthly by direct debit or direct bank transfer on or before the first day of the term to which the invoice relates. **We may not allow your child to attend the School if you do not pay on time**.

g) *Payment of supplemental charges*. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the School's fees invoice. All such supplemental charges must be paid in full monthly by direct debit or direct bank transfer on or before the first day of the next term.

h) *Non-payment of fees: refusal to attend school*. **We may refuse to allow your child to attend the School, withhold any references, and/or withdraw sponsorship of your child's Tier 4 / student visa (if applicable) while fees remain unpaid or if there is a persistent failure by you to pay the fees on time**. **This applies in addition to our right to terminate this contract under Clause 13.**

i) *Non-payment of supplemental charges: refusal to participate in the relevant activity*. **We may refuse to allow your child to participate in the relevant extra-curricular activity or receive the relevant service, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid**.

j) *We can charge interest if you pay late*. If you do not make any payment to the School by the due date for payment (see Clauses 3.f and 3.g above) we may charge interest to you on the overdue amount at the rate of 1.5% per cent a month. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the School the interest together with the overdue amount.

k) *We can recover our costs for recovering late or non-payments*. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs).

l) *We can notify other educational institutions of your outstanding payments*. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

m) Our ability to increase the fees. Fee Increases: The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you prior to the start of the term before the increase is to take effect.

n) *Fees and supplemental charges will not be reduced due to your child's absence*. Fees and any agreed supplemental charges 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 as a result of us providing educational 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.

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

- your identity;
- your child's identity;
- 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;
- your child's right to enter, live and study in the United Kingdom;
- the legitimate source of funds you are using to pay the fees; and
- information provided to us as part of, or in connection with, an application for (or our grant of) a [bursary/scholarship] award.

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

p) *Allocation of payments to your fees account.* Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. For example, the School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.

q) *How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School*. Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (ie, where you have made a 'lump sum' capital payment in respect of all or part of the fees due under this contract) the School will administer that lump sum to meet the fees pursuant to the FIA Terms and Conditions but you will still need to meet the difference (if any) between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. The School will provide a termly statement of account in respect of the fees and supplemental charges and the difference will be payable in accordance with the terms of this contract.

4. **Notice Requirements**

a) *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 you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice, at the rate that would have been charged for the final term of provision if a term's notice had been given. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 1.b above) to the payment of any such fees in lieu of notice. This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (ie, at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (ie, the final term of the preceding academic year) or pay the fees in lieu of notice referred to above.

b) *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 if the Head considers that:

- this is in the best interests of your child and/or other children and/or the School; and/or
- the School is unable to meet your child's needs within the boarding setting (including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child within the boarding setting); and/or
- your child's conduct or behaviour (including conduct or behaviour outside School) is unsatisfactory such that removing the child from boarding to a day place is considered appropriate.

c) *When the relevant amount in lieu of notice must be paid*. In cases under Clause 4.a above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.

d) *Notice to withdraw your child from participating in an activity or from receiving a service covered by a supplemental charge*. If you wish to withdraw your child from an activity or service charged for as supplemental, you must either give a term's notice to that effect or pay to the School as a debt a term's charges for the activity or service in which your child has ceased to participate.

e) *Withdrawal part-way through a term does not reduce the amount you owe to the School*. It is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity or receive a service part-way through a term.

5. **School Rules**

a) *Compliance with the School Rules*. It is a condition of remaining at the School that you and your child (in each case to the extent applicable) comply with the School Rules. In addition, you must ensure that your child attends School, attends punctually, and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the School Rules).

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

6. **Suspension, Exclusion and Required Removal**

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

b) *Where you can find examples of offences punishable by suspension or exclusion*. The School's Behaviour Policy, and the School's Exclusion and Required Removal Policy 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.

c) *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:

- **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's and/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 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

- 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 and/or other children; and/or

- your child's conduct or behaviour (including conduct or behaviour outside School), 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

- 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[1].

d) *What happens if your child is suspended, excluded or removed from the School*. Should

the Head exercise his or her right under either Clause 6.a or Clause 6.c above:

- you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;
- in respect of exclusions and required removals (but not in cases of required removal under Clause 6.c the deposit will be forfeited and retained by the School; and
- in respect of exclusions and required removals, fees in lieu of notice will not be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.

e) *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.

f) *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 6 reviewed. Any such review shall be governed by the [final stage of the Complaints Procedure

7. **The School's Obligations**

a) *The period of your child's schooling*. Subject to these terms and conditions, the School will accept your child as a pupil of the School and register your child on the School's statutory register from the time of joining the School until the end of his or her preparatory schooling [ie to the end of year 8]

b) *Moving up the School*. On the whole, once a child joins Prestfelde, they are expected to progress through the year groups automatically. The criteria in the Summary of Entry Criteria table above applies equally to current and prospective pupils. In addition, transition between educational key stages provides further opportunities to assess progress. Where the School has concerns about the suitability of a pupil transitioning, the matter will be discussed with the parents in advance Further Details are found in the Admissions Policy.

c) *The scope of our duty to exercise reasonable skill and care for your child's education and welfare*. While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during 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 the welfare of your child while off the School premises unless he or she is taking part in a School activity or otherwise under the direct supervision of a member of School staff**. The School shall adhere to and comply with the *National Minimum Standards for Boarding Schools* (applicable from time to time) published under the Children Act 1989 (as amended or superseded).

d) *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. [Further information can be found in the School's [Head Injury and Concussion Policy]]. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.

e) *What happens if your child needs urgent medical attention*. If your child requires urgent medical attention while under the School's care, we will:

- take action (for example, by contacting the emergency services);
- try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';
- 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
- where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.

f) *Our right to make changes at the School*. Our website and prospectus describe the broad principles on which the School is presently run. However, 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.

g) *We will give you notice of significant changes*. Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. For example, if a change is to take effect at the start of the autumn term, we would notify you before the end of the preceding spring term. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 4.a above.

h) *Your child's progress and needs 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 concern 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.

i) *Religious observance and relationships and sex education (RSE) and health education*. Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School's policies.

8. **The Parents' Obligations**

a) *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.

b) *Examples of the co-operation and assistance we require*. You must co-operate with the School and School staff in good faith, including by:

- 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;
- encouraging your child in his or her studies, giving appropriate support at home, and ensuring your child attends school;
- keeping the School up-to-date and informed about matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges, any changes to their immigration status, and information relating to your child's health or special educational needs or medical conditions);
- 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 (which may include information relating to your child'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;
- 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 School's provision of education; and
- attending meetings and keeping in touch with the School where your child's interests so require.

c) *You must notify us of your child's health/medical conditions or special educational needs*. **It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child [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 at the time of joining the School or which subsequently changes or develops after joining the School, whether underlying, long-term, or short-term, including any infections. You must also provide us, 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 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 13.a below**.

d) *Circumstances where we may require you to keep your child away from School*. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate, we may provide education to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate (including, for example, by sending you/your child work assignments electronically or by post). 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.

e) *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.

f) *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 respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.

g) *We require you to nominate a 'responsible adult' for us to contact in your absence*. Where we notify you that this is a requirement (for example for parents who live overseas), It is a condition of your child's joining and remaining at the School that you 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* this is a requirement of their visa].

h) *We are entitled to expect that parents have consulted with each other regarding decisions relating to their child*. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that 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 8.i below or otherwise according to the circumstances, you (and each of you) accept that the School is entitled to treat:

- any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- any communication from the School to one of you as having been given to both of you.

i) *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 2.a, 3.f, 3.n, 4.a or 4.b) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).**

j) *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 absences@prestfelde.co.uk. Wherever

possible the School's prior consent should be sought for absence from the School.

k) *Parents must notify us if they will be absent for a period of time*. If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

l) *Raising concerns with the School and making formal complaints*. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure.

9. **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. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

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

a) *References 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, where applicable, 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 on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

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

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

- promoting the School to prospective pupils/parents, publicising the School's activities, and communicating with the school community and the body of former pupils[2].

In respect of sub-clause 10.b, this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

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

- 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

- 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.

d) *We will send information (eg, school reports) about your child to both of you as a matter of course*. 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).

e) *Data Protection Law*. The School will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018 (each as amended or superseded) and other related legislation. We will process such personal data:

- as set out in this Clause 10, and in the School's *'Privacy Notice'* which is available [on the School's website] as may be amended from time to time;
- in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

f) *As a 'Student Sponsor' we need to provide certain information to the Home Office*. In order to comply with our responsibilities as a licensed *Student Sponsor* for immigration purposes, we need to ensure that all of our pupils have the right to study in the UK and will require documentation in this regard. In addition, we may need to provide information relating to your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether your child is a sponsored 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). Occasionally, information regarding your immigration status in the UK may also be required.

11. Intellectual Property Rights

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

12. 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.

13. **Ending this Contract**

a) *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 6, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees to you, if:

- 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;
- 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 education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that your child is legally entitled to enter and study in the United Kingdom when in fact your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);
- you fail or refuse to provide us at any time with information we require under Clause 3.o; or we are not satisfied with the information you have provided (if any). Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided;
- your child no longer holds an immigration status which confers a right to study in the UK;
- you (or either of you):

- are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
- repeatedly or persistently fail to pay the fees when they fall due for payment;
- are otherwise unable to pay your debts as they fall due;
- are the subject of a bankruptcy petition or order; or
- you enter into an individual voluntary arrangement; or

- you otherwise do not comply with (ie, you breach) your obligations under this contract 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 educational services it needs to in satisfaction of its obligations under this contract.

b) *Your rights to end the contract*. You may end this contract at any time by notice in writing to the School if:

- you have a legal right to end the contract because of something we have done wrong; or
- the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

c) *When this contract will end if not terminated early*. For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling at the end of year 8.

d) *Ending the contract will not affect any accrued rights*. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

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

a) *What we mean by an "event outside of our/your control"*. We mean 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, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to such events outside of our/your control as an "**event**".

b) *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 shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

c) *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 is unable to provide educational services remotely) for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

d) *What happens if your child is affected by an event outside of **your** control*. Subject to Clause 3.n (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:

- in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
- in circumstances where, following the efforts made and steps taken under sub-clause 14.d above, your child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
- if the event continues to prevent your child wholly and completely from attending the School or being able to participate and

benefit from any level of provision of education by the School (whether at school or remotely) for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

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

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

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

c) *How to provide written notice to the School*. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:

- sent by email to the School using this email address: head@prestfelde.co.uk or
- delivered by hand or post to the School Office.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4.6, 4.14, 5.1, 5.2 or 5.4 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 within 48 hours (during term-time) and 14 working days (during a school holiday period) after sending the notice.

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

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

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

17. **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 spring term.