

MAYFIELD SCHOOL – TERMS & CONDITIONS

1. Definitions

In these terms and conditions the following words and phrases have the following meaning:

- **"Acceptance Form"** means the form provided to parents to complete when accepting a place for their child at the School;
 - **"child"** means the child named on the Acceptance Form;
 - **"deposit"** means the amount set out in the Acceptance Form and payable on acceptance of a place for your child;
 - **"Education Services"** means the School's provision of classes and lessons to your child, board and lodging where applicable and all meals during the School day.
 - **"event"** means any event beyond either your or our reasonable control including, by way of example acts of God, war, riot, civil commotion, compliance with any law or governmental order, accident, fire, flood, storm, pandemic or epidemic, terrorist attack;
 - **"extras"** means items which will be charged in addition to the fees- such as extracurricular activities, music lessons, trips and external examination fees;
 - **"fees"** means, unless otherwise notified to you by the School at any time, the School Fees plus any and all Specified Charges as set out in the Schedule of Fees, being the total amount payable by you to the School for the Services each term.;
 - **"Fees in Advance Agreement"** means the supplemental terms and conditions relating to the School's fees in advance scheme;
 - **"Fees in Lieu of Notice"** means a term's School Fees [plus any non-optional Specified Charges], calculated in accordance with Clauses 5(a) and (b) or. Where applicable, fees in lieu of notice will be reduced to take account of any scholarship or bursary awarded to you;
 - **"Head"** means the person appointed to be responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated;
 - **"offer letter"** means the letter to parents offering a place for a child at the School;
 - **"Schedule of Fees"** means the published list setting out the price for each of the Services, a copy of which is available on the School's website and from the School at any time;
 - **"School Fees"** means the termly fees for the provision of Education Services and for Board and Lodging, as set out in the Schedule of Fees
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2. Agreement

- (a) Our contract with you. The Acceptance Form, offer letter, the School's Schedule of Fees, the Fees in Advance Agreement and these terms and conditions (as in each case may be varied from time to time) form the terms of a legally binding agreement (the "contract") between you and the School and reflect the custom and practice of independent schools for many generations.
- (b) The prospectus, information booklets and website do not form part of the contract with the School. If you wish to place specific reliance on a matter contained in the prospectus, information booklets, website or a statement made by a member of staff during the course of a conducted tour of the School or a related meeting you should seek written confirmation of that matter before you sign the Acceptance Form.
- (c) How one person may remove themselves from this contract. A person who has signed the Acceptance Form may withdraw from this contract by submitting a term's notice to the School but that person must obtain the prior written consent of both the School and any other person who has signed the Acceptance Form.
- (d) When this contract will end. This contract will remain in force until your child completes year 13 unless terminated in accordance with Clauses 5(a), 5(b), 6(a), 6(b), 6(c), 6(d), 6(e)(i) and (ii), 7(a) and 15(b). Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen.

- (e) Notices. Notices required under this contract must be in writing and addressed to the Head and sent by email to **Headmistress@mayfieldgirls.org**, delivered by hand (you having obtained written confirmation of receipt from the Head), or sent by registered post to the School address requiring proof of delivery.
 - (f) School Rules. In entering into this contract, you agree that your child will be bound by the School Rules and that you will support the School in maintaining our ethos, values and good standards of behaviour and attendance.
 - (g) Curriculum. In entering into this contract, you agree that your child will follow the entire curriculum of the School unless and until the Head in their absolute discretion agrees otherwise.
 - (h) Equality and Inclusion. Although the School is an independent Catholic day and boarding school for girls aged from 11 to 18 years, we welcome pupils from a range of nationalities, religions, cultures, ethnic groups, backgrounds and creeds. We are committed to an educational environment which is inclusive and complies with our obligations under the Equality Act 2010.
 - (i) Ethos and Values. The School fosters an environment of respect, trust, integrity and inclusivity. Behaviour by parents or your child which undermines our ethos and values will not be tolerated. The School and its staff will act fairly in relation to parents and its pupils, and expect the same of parents and your child in relation to the School.
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3. Acceptance and Deposit

- (a) Acceptance. An offer of a place is accepted by your submitting the Acceptance Form and paying the deposit. The deposit is not refundable if your child does not take up a place at the School.
 - (b) Deposit. The deposit will form part of the general funds of the School until it is credited without interest to the final payment of fees or other sums due to the School on your child's leaving (unless otherwise stated in these terms and conditions).
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4. School Fees, Specified Charges and Payment

- (a) School Fees. Unless set out in the Schedule of Fees or notified to you at any time, the School Fees cover the provision of Education Services. All annual School Fees are divided into three equal parts and are charged separately on a termly basis, regardless of the length of any term. Each term's fees fall due to payment by you on or before the first day of the term to which the invoice relates and must be paid in full by direct debit. All School Fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 4(c)).
- (b) Specified Charges. All Specified Charges (and for other unpaid Specified Charges that were agreed during the previous term) will be included in the termly School fees invoice and must be paid in full by the date shown on the invoice (subject always to the School complying with its obligations under the Equality Act 2010 in respect of charges in providing for the special educational needs of your child).
- (c) Responsibility for payment. Every person who has signed the Acceptance Form is liable for and must ensure that all fees due are paid to the School **unless and until** we have expressly agreed in writing with each of you to look to any other person (such as a grandparent or employer) for payment of the fees. An agreement to accept payment from a third party does not discharge your payment responsibility under this contract, unless and until we have agreed otherwise in writing.
- (d) Consequences of non-payment or late payment. We may refuse to allow your child to attend the School, participate in an extra-curricular activity, withdraw sponsorship of your child's student visa (if applicable), or may withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.
- (e) When fees will not be reduced. Fees will not be reduced or refunded where your child is absent due to illness, as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason, or where a term is shortened, or for an event outside the control of the School (see also Clause 15).
- (f) Sibling and Service discounts. Where you are eligible to receive a sibling or service discount on fees, we will apply the discount to the fees due under this contract. Any sibling discount will be applied to the eldest child, with the youngest sibling(s) charged at the full rate applicable under this contract. Fees will be charged at the full rate when fewer than two siblings attend the School.

- (g) Bursary and Scholarship awards. Any value attached to an award will be deducted from the School Fees and it is your responsibility to pay for the amount of fees due after taking account of that award. You will be notified where an award is to be withdrawn in accordance with any terms of award and/or where the Head considers your or your child's behaviour or your child's attendance, diligence or progress no longer merits the continuation of the award. If within fourteen (14) days of that notification you withdraw your child from the School, no fees in lieu of notice will be payable by you.
- (h) Notice to withdraw from an activity covered by a Specified Charge. If you wish to withdraw your child from an activity charged for as supplemental, you must either give half a term's notice to that effect or pay half a term's Specified Charges for the activity in lieu of notice.
- (i) Our costs for recovering late or non-payments. You will be responsible for paying the costs we reasonably incur in recovering, or attempting to recover, any unpaid fees from you.
- (j) Notifying other educational institutions of outstanding fees. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees.
- (k) Interest on overdue fees. If you do not make any payment to the School by the due date for payment (see Clauses 4(a) and 4(b) above) we may charge interest to you on the overdue amount at the rate of 3 per cent a year above the base rate from time to time of the School's bank. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the School the interest together with the overdue amount.
- (l) Allocation of payments to your fees account. We may allocate payments from you to your accounts as we see fit.
- (m) Fees in Advance Agreement. Where you and the School have entered into an agreement incorporating the Fees in Advance Agreement, the School will administer the lump sum you have paid to meet the fees but you will need to meet the difference (if any) between the amount per term applied by the School under the Fees in Advance Agreement and the total fees and/or extras due under this contract.
- (n) VAT and applicable taxes. Except as expressly stated otherwise in the Schedule of Fees, all of the fees are exclusive of VAT and any other taxes, which will be added (where applicable). You may be required to reimburse the School for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT.

If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

5. Termination by Parents

- (a) Notice required to cancel acceptance of a place or withdraw your child. Subject to Clause 5(b), a term's notice is required to cancel your acceptance of a place or withdraw your child from the School or a term's fees in lieu of notice will be payable upon demand as a debt at the rate that would have been charged for the term had a term's notice been given by you. The School will credit the deposit to the payment of any such fees in lieu of notice.
- (b) Notice required to withdraw your child prior to entry to the sixth form. If you do not wish for your child to enter the Sixth Form, you must give two term's written notice or two term's fees in lieu of notice will be payable on demand as a debt at the rate that would have charged for the final two terms had the required notice been given by you. The School will credit the deposit to the payment of any such fees in lieu of notice. If you wish to withdraw your child from the Sixth Form once they have entered the Sixth Form, you must provide the notice required by Clause 5(a).
- (c) Notices of withdrawal/termination must be signed by both parents. A notice of withdrawal/termination must be 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 for the child have confirmed such notice).

6. Termination by the School

- (a) Inaccurate and/or misleading information. We may terminate this contract immediately if you make a serious misrepresentation of facts or circumstances to us, or you withhold important information from us about you and/or your child or that is relevant to the provision of education and/or care by the School (such as by providing inaccurate, false or misleading information at any point in time whether by act, omission or the withholding of information).
- (b) Right to Withdraw Prior to CAS Issuance. Notwithstanding any other provision of these Terms and Conditions, the School reserves the absolute right, at its sole discretion, to withdraw or decline to proceed with sponsorship and/or the issuance of a Confirmation of Acceptance for Studies (CAS) at any time prior to CAS issuance if any concerns, inconsistencies, adverse information, or material changes in circumstances are identified. Such concerns may include, without limitation, matters relating to the accuracy or completeness of information provided, suitability of the student, compliance with UK Visas and Immigration (UKVI) requirements, welfare, safeguarding considerations, financial credibility, or any other issue which, in the reasonable opinion of the School, may adversely affect the School's ability to act as a licensed sponsor. In such circumstances, the School shall incur no liability to the applicant, parent(s), guardian(s), or any third party arising from the withdrawal or non-issuance of a CAS, and any decision taken by the School in this regard shall be final. Where a deposit has been paid, it shall be refunded to the applicant, less any reasonable administrative or processing costs incurred by the School.
- (c) Non-payment of sums due. We may terminate this contract immediately 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 and/or where you repeatedly or persistently fail to pay on time.
- (d) Breach of your obligations. We may terminate this contract immediately if you do not comply with your obligations under this contract or, in the Head's reasonable discretion, the School is compromised in providing the services it needs to in satisfaction of its obligations under this contract.
- (e) Term's Notice. We may terminate this contract on a term's notice to you. The deposit will be refunded to you less any sums due to the School.
- (f) When the Head may terminate this contract. The Head may terminate this contract:
- (i) on a term's notice if, in the professional opinion of the Head, your child will not benefit from continuing to be educated at the School or it is not in your child's best interests or the interests of other pupils for your child to remain at the School or your child has not attained a sufficiently high standard of work or attendance to remain at the School or if the School is unable to provide adequately for your child's needs (subject always to the School meeting its obligations under the Equality Act 2010)
- (ii) immediately if, in the professional opinion of the Head, your behaviour is unreasonable and adversely affects (or is likely to adversely affect) your child, or other pupils, or staff at the School, or bring the School into disrepute, or if the Head feels that the necessary relationship of trust and confidence between you and the School has irreparably broken down. You will be permitted a reasonable opportunity, determined by the Head, to make representations to the Head. The decision of the Head will be final.
- (g) (i) Should the Head exercise their right under Clause 6(a), (b), (c) or (e)(ii) you will not be entitled to any refund or remission of fees due (whether paid or payable) in or relating to the term in which the contract is terminated and the deposit will be forfeited.
- (ii) Should the Head exercise their right under Clause 6(e)(i) you will not be entitled to any refund or remission of fees due (whether paid or payable) in or relating to the term in which the contract is terminated but the deposit will be credited in the usual way (see Clause 3(b)).
- (iii) Should the School terminate the contract under Clause 6, fees in lieu of notice will **not** be payable and any fees that have been prepaid for or relating to any following termination will be refunded.
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7. Suspension and Exclusion

- (a) The Head's discretion to suspend or exclude. The Head may in their discretion suspend or exclude your child for breach of the School Rules and/or where the Head considers that your child's behaviour (including behaviour outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.
- (b) What happens if your child is suspended or excluded. Should the Head exercise their right under Clause 7(a) you will not be entitled to any refund or remission of fees or extras due (whether paid or payable) in or relating to the term in which your child is excluded or suspended. Where your child is excluded, fees in lieu of notice will **not** be payable and the deposit will be forfeited.
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8. The School's Rights and Obligations

- (a) Our right to make changes at the School. We are likely to undergo a number of changes during the time your child is at the School and we will endeavour to give you a term's notice of any changes to any aspects of the School that we regard as significant to your child's education.
- (b) The scope of our duty to exercise reasonable skill and care. We cannot accept any responsibility for the education and welfare of your child outside school hours or at other times when your child is not permitted to be on School premises unless they are taking part in a school activity or otherwise under the supervision of a member of school staff.
- (c) Medical attention and care. If your child requires urgent medical attention while under the School's care we will:
- (i) take action;
 - (ii) try to contact you or any other named emergency contact if we cannot contact you;
 - (iii) share relevant information that we hold about your child with any emergency services or treating medical professional; and
 - (iv) where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- (d) Respecting your child's rights. If of sufficient maturity and understanding, your child has certain legal rights which we will observe including the right to confidentiality (unless the paramount interests of your child require disclosure). If a conflict of interest arises between you and your child, the rights of, and duties owed to, your child will in most cases take precedence over the rights of, and duties owed to you.
- (e) Transition. You will be consulted if there appears to be any reason why your child may not progress through the School.
- (f) Public examinations. We may decline to enter your child for a public examination if, in the Head's professional judgement, the Head considers your child's prospects in examinations would be impaired and/or they have not prepared with sufficient diligence.
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9. Your Rights and Obligations

- (a) Your co-operation. In order to fulfil our obligations under this contract you must co-operate with the School in good faith, including by maintaining a constructive and respectful relationship with the School and our staff; encouraging your child in their studies; keeping us up-to-date and informed of matters which affect or may affect your child; ensuring that all information provided to us about you and/or your child is accurate, truthful and not misleading and that relevant details and information (including contact details) and changes to it are not withheld; and keeping in touch with the School where your child's interests so require.
- (b) Circumstances affecting your child. You must immediately inform the School:
- (i) where special arrangements may be needed for your child, including for their education, health, safety, security or welfare; and
 - (ii) of any special educational need(s), disability, medical/health need or behavioural, emotional and/or social difficulty that your child has or subsequently develops. You must on request also provide us with any reports or other materials relevant to any of the same.

- (c) When you must keep your child away from school. If the School so requires due to a health risk presented by your child to others or presented to your child by others, you undertake to keep your child at home and not permit them to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances the School will try to continue providing education to your child remotely during such period.
 - (d) Court orders. 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 and/or education at the School. You must upon request promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).
 - (e) Communications from you. Except under Clause 5(c), we are 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.
 - (f) Your absence during term time. You must provide us with the name and contact details of a 'responsible adult' with care of your child 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 or your child will be residing during term time under the care of someone else.
 - (g) Attendance. You must inform the Head as soon as possible in writing of any reason for your child's absence from the School. The Head's prior consent should be sought for absence from the School.
 - (h) Concerns and complaints. Concern and complaints should be made in accordance with the Complaints Procedure, a copy of which is available on the School's website and otherwise available upon request.
 - (i) Education guardian. If you reside outside the United Kingdom you must appoint either an immediate family member or an AEGIS accredited education guardian aged over 18 years old in the United Kingdom who has been given the legal authority to act on your behalf in all respects and to whom the School can apply for authorities when necessary. You must notify the School of the name and address of the guardian for your child and immediately notify us if any of those details change. We cannot accept responsibility for your child when they are in the care of you or the education guardian. The responsibility for choosing an appropriate education guardian rests solely with you and you are responsible in each case for satisfying yourselves as to their suitability.
 - (j) Change of status. You must give a term's notice if you wish to change from boarding to day status (or vice versa). We cannot guarantee availability of a place and we may refuse a request if the Head considers it in your child's or other children's best interests.
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10. Insurance

- (a) You must make your own insurance arrangements if you require cover for your child or their property while at the School or for the payment of fees due to absence of your child or closure of the School premises.
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11. Personal Information

- (a) Data Protection Law. We will process personal data about you and your child in accordance with this Clause 11, the Data Protection Act 2018 and other related legislation, and 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.
- (b) Pupil reference. We may process personal data relating to you and your child in order to provide a confidential reference to any educational institution which you propose your child may attend.
- (c) Use of Personal Data. Subject to the limitations set out in our Data Protection Policy and relevant data protection law, we may use personal data relating to you and your child whilst they are at the School and after they have left (including images) for the purposes of:
 - (i) managing relationships between the School and you and your child, and fulfilling our obligations to you; and
 - (ii) promoting the School, publicising the School's activities and communicating with the School community.

- (e) Providing information to the Home Office. In order to comply with our licensed sponsor responsibilities, we may need to provide information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the Home Office for immigration purposes (and to do so whether we sponsor your child or not).
 - (f) Information about your child. We shall send those with parental responsibility certain information about your child (including school reports, correspondence and other materials relating to their progress, development and/or education generally) unless restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation.
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12. Changes in Ownership

- (a) For the purposes of constitutional changes to the School (including to the legal entity that owns the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation and may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation. We will ensure that this will not affect your rights under this contract.
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13. Events Outside Control

- (a) An event outside of our/your control. If an event (as defined) beyond your or our control arises which prevents or delays performance of either of your or our obligations under this contract, the party affected by the event shall give the other notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided the party affected has acted reasonably and prudently to prevent and/or minimise the effect of the event, the party affected will not be responsible for not performing those 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).
 - (b) Events lasting more than 6 months. If either party is wholly and completely prevented from performing all of their obligations as a result of an event for a continuous period of more than 6 months, both parties shall discuss a solution by which the contract may be performed and, following such discussions, either party shall be entitled to cancel the contract on written notice. For the avoidance of doubt, you will not be required to pay fees in lieu of notice.
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14. The Law that applies to this contract

- (a) The contract is governed by English Law and either party must bring legal proceedings in respect of this contract in the English courts. 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. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.
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15. Variations

- (a) We reserve the right to change or add to these terms and conditions, any conditions of award and fees from time to time for legal, safety or other substantive reasons or to assist the proper delivery of education at the School on a term's notice.
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16. Entire Agreement

- (a) This contract constitutes the entire agreement between you and the School. You and the School acknowledge that in entering into this contract, neither party has relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract and each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.
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