



Felsted

Felsted School Parent Agreement

Introduction

We recognise the importance of your decision to send your child to Felsted School, and we take our obligations very seriously. These are the terms and conditions on which we provide educational services. We are committed to high standards of teaching and care and we welcome parental contact. You will be provided with information as to how to do this so that any problems can be effectively discussed at an early stage.

Copies of all policies referenced in these terms and conditions may be obtained from the School on request and are available on the School website. Policies may be changed at any time at the discretion of the Head and/or the Governing Body and, when changes are made to a policy, the updated version of the policy is uploaded on the School website.

Contract Terms

This is a legally binding agreement between you, the parent(s) accepting a place for your child, and us, Felsted School. Please read these terms carefully **before** you accept our offer of a place at the School for the Pupil.

These terms tell you who we are and how and on what basis the School will provide educational services. We have tried to put it in plain English but if anything is not clear you should ask for an explanation or take advice before you sign it. Where the male pronoun is used, this is simply for convenience and should be read to include the female or any other pronoun.

1 Definitions

In this agreement, some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

'**contract**' has the meaning given in clause 1(b) below;

'**complaints procedure**' means the School's procedure for handling complaints from parents, as amended from time to time and available on the School website. It does not form part of the contract between you and the School;

'**deposit**' means the amount set out and referred to as the deposit in the Final Confirmation of Entry Form. The deposit is exclusive of VAT and any other taxes, which will be added (where applicable);

'**Education Services**' means the School's provision of classes, lessons and related or ancillary services (including pastoral and welfare services etc) to the Pupil;

'**expulsion**' means the permanent exclusion of the Pupil from the School by the Head as a disciplinary sanction;

'**fees**' means the fees for the Services in accordance with the School's tariff and unless set out in the School's tariff or notified to you at any time, the fees include the Education Services to your child and for boarders, the School's provision of accommodation for your child and any meals served as part of our boarding provision **excluding** any meals which are charged separately as a supplemental charge. The fees are exclusive of VAT and any other taxes, which will be added (where applicable);

'**Felsted School Expectations with Parents**' means the policy which sets out our expectations concerning the conduct and behaviour of our parents, as may be amended from time to time;

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

'**Final Confirmation of Entry Form**' means the form provided by the School for parents to complete when confirming a place for their child at the School;

'**Governor**', '**Governors**' and '**Governing Body**' means a governor, governors and the governing body of the School;

'**Head**' means the person appointed by the governors or the person who is acting as or in the place of the Head from time to time to be responsible for (or to share the responsibility for) the day-to-day running of the School (including anyone to whom such duties have been delegated including the Head of the Senior School and the Head of the Preparatory School (the latter also being the Head of the Pre-Preparatory Department));

'**one term's fees**' means the full fees for the term without taking account of any scholarship, exhibition, bursary or other award or concession;

'**Pupil**' means the child for whom the place has been accepted;

'**removal**' means a requirement by the Head that you remove the Pupil from the School permanently;

'**Services**' means all the services to be provided by the School on the terms and subject to the conditions of this contract, including Education Services and, where applicable, boarding provision (which are covered by the fees) and any other services (which are supplemental charges);

'**School**' or '**we**' or '**us**' means the legal entity carrying on as the School as identified in clause 1(a) below;

'**School Rules**' means the rules of the School as 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. A copy of the then current version of the rules can be found in the School's Behaviour and Discipline Policy, a copy of which can be found on the School website provided to each child and is sent to parents with the Induction Pack;

'**School's tariff**' means the note of the School's prevailing fees notified to you from time to time, a copy of which remains available on the School's website and from the School at any time upon request;

'**supplemental charges**' means the charges for each Service excluding Education Services and, where applicable, fees for boarding provision. Supplemental charges are in addition to the fees and exclusive of VAT and any other taxes, which will be added (where applicable). By way of example, this includes any extra-curricular activities (such as private music lessons, trips and visits), cost of damage to School property or property of other people, and all public examination charges. Additional charges incurred by the School in making specialist provision for the Pupil, for example, in relation to special educational needs, may also be charged as supplemental to the fees;

'**temporary exclusion**' means a requirement that the Pupil leaves the School for a temporary and/or fixed period either as a disciplinary sanction or pending an investigation or decision as to the Pupil's future at the School;

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

'**terms and conditions**' means these terms and conditions as 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;

'**term's notice**' means written notice given not later than the first day of the term before the term to which the notice relates. See [clause 9.8](#);

'**you**' or the '**parents**' means each person who has signed the Final Confirmation of Entry Form as a person with parental responsibility for the Pupil, or a person who is classed as a "parent" in education law¹ and who with the School's express written consent joins or replaces a person who has signed the Final Confirmation of Entry Form.

1a) **Who we are.** We are Felsted School, registered charity number 310870, whose single trustee is Felsted School Trustee Limited, a company registered in England and Wales with company registration number 03548755. The registered office is at Felsted School, Felsted, Dunmow, Essex, CM6 3LL. Our registered VAT number is 104 0259 24.

1b) **What forms part of the contract.** The Final Confirmation of Entry Form, the School's tariff, and these terms and conditions (as in each case may be varied from time to time) form the terms of an agreement (the "contract") between you and the School.

2 School Policies and Prospectus

2.1 **What does not form part of the contract.** The School's prospectus and other publicity materials (including the School website) do not form part of the contract and do not constitute any representation on which you should rely.

2.2 **Our right to make changes.** 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 aspect of the School, including the curriculum, the length of the school day or term, or the manner of providing education for the Pupil (including by providing such education remotely whilst your child remains at home, for example, where the School is required to close the School premises).

3 Parties to this Agreement, Jurisdiction and Governing Law

- 3.1 The parties to the contract. This contract is made between you and the School. The Pupil is not a party to it. It is not intended that the terms of this contract shall be enforceable by the Pupil or by any other third party.
- 3.2 The law that applies to this contract. This contract is governed by English law and either you or the School must bring legal proceedings in respect of this contract in the courts of England.
- 3.3 Rights in relation to enforcement of the 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. See [clause 5.2](#) for notice of significant changes.
- 3.4 Entire agreement. 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.

4 The School's obligations

- 4.1 The period of the Pupil's schooling. Subject to these terms and conditions, the School will accept the Pupil as a pupil of the School from the time of joining until the end of his or her secondary schooling i.e. the end of year 13.
- 4.2 The scope of the School's duty of care. While the Pupil remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. The obligation will apply during school hours and at other times when the Pupil 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 the Pupil while off the School premises unless he or she is taking part in a school activity or is otherwise under the direct supervision of a member of School staff.
- 4.3 The School will report to you. The School will monitor the Pupil's progress at the School and report regularly to you on their progress.
- 4.4 The Pupil's rights. The School will do what is reasonable to respect and preserve the individual rights and freedoms of the Pupil, taking into account the need to balance this against the needs of the School community. Those rights may include respecting the Pupil's rights to confidentiality (unless the paramount interests of the Pupil require disclosure) and/or rights to give or withhold consent in particular circumstances. Where the Pupil's rights conflict with any obligation that the School may have to you, the School will be governed by its overriding obligation to act in the best interests of the Pupil.
- 4.5 Consent to participating in sports. Unless you notify us to the contrary in writing, you consent to the Pupil participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- 4.6 What happens if the Pupil needs urgent medical attention. If the Pupil requires urgent medical attention while under the School's care, we will:
- 4.6.1 take action (for example, by contacting the emergency services);
- 4.6.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact;
- 4.6.3 share relevant information that we hold about the Pupil with any emergency services or treating medical professional; and
- 4.6.4 where necessary, deal with decisions about the Pupil's medical treatment in accordance with the advice of the treating medical professional.
- 4.7 Religious observance and relationships and sex education (RSE) and health education. Religious observance at the School will be conducted in accordance with the School's Worship Policy, a copy of which is on the School's website. RSE and health education will be conducted in accordance with the School's policies.

5 Powers of the School

- 5.1 What this contract relates to. This is a contract for the provision of Education Services to the Pupil and where applicable, facilitating our boarding provision.

- 5.2 We will give you notice if the School make changes. The Head and/or the Governing Body may change the general arrangements for pupils and the education and other provision made for them as they see fit to take account of changing circumstances and the needs of the School. Where practicable, we will endeavour to give you notice of any changes that we regard as significant to the Pupil'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 Pupil 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 9](#).
- 5.3 We will give you notice of changes to these terms and conditions. The School reserves 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.
- 5.4 The School's rights. The School is entitled to:
- 5.4.1 determine the curriculum of the School generally and for the Pupil specifically;
- 5.4.2 determine the subjects and examination options for the Pupil in consultation with you;
- 5.4.3 determine the facilities to be provided;
- 5.4.4 determine the composition and size of teaching groups;
- 5.4.5 determine the house, phase and teaching sets into which the Pupil is admitted;
- 5.4.6 act at all times as it considers appropriate in the best interests of the Pupil. The welfare of the Pupil is paramount and the School may override your wishes where we think it appropriate to do so;
- 5.4.7 set and enforce regulations relating to the behaviour of pupils;
- 5.4.8 set and modify policies and procedures at the discretion of the Head and/or Governing Body;
- 5.4.9 require a boarding pupil to attend as a day pupil where the Head considers that this is in the best interests of the Pupil and/or other children; and/or the School is unable to meet the Pupil's needs within the boarding setting (including cases where the School cannot reasonably accommodate adjustments or provide the nature or level of support required by the Pupil within the boarding setting); and/or the Pupil's conduct or behaviour (including conduct or behaviour outside School and/or online) is unsatisfactory such that moving the Pupil from a boarding to a day place is considered appropriate. You will be charged the fees for the Pupil's day place at the School with effect from the day the Pupil is removed from boarding;
- 5.4.10 consider the needs and entitlements of individual pupils in the context of its responsibility to other pupils, its staff and the community generally.

6 Parents' Obligations and Liability

- 6.1 Who is responsible for payment. Each of you who has signed the Final Confirmation of Entry Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because this contract applies to both of you together and each of you on your own. In practice what this means is that if fees or supplemental charges have not been paid to the School, the School can seek payment of the full amount outstanding from either parent. 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.
- 6.2 How a person can remove their payment responsibility. A person who signs the Final Confirmation of Entry Form may be removed from their payment responsibility under this contract by submitting a term's notice but that person **must** obtain the prior written consent of **both** the School and any other person who has signed the Final Confirmation of Entry Form before submitting such notice. Otherwise, each of you remain liable to the School for all the fees and supplemental charges due to the School under this contract **unless and until** the School expressly agrees in writing with each of you to look exclusively to any other person for payment of the fees or other sums due. 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. See [Clause 8.12](#).
- 6.3 **We require your co-operation and assistance.** You must co-operate with the School and School staff in good faith, and including in particular by:
- 6.3.1 maintaining a constructive relationship with School staff, acting reasonably and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards any member of the School community which has the effect or purpose of violating the dignity of, or creates an intimidating, hostile, degrading or offensive environment for, the member of the School community (for example, behaviour which constitutes sexual harassment);
 - 6.3.2 complying with any policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time;
 - 6.3.3 encouraging the Pupil in his or her studies, and giving appropriate support at home;
 - 6.3.4 keeping the School up-to-date and informed of matters which affect or may affect the Pupil (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for the Pupil);
 - 6.3.5 ensuring that all details or other information notified or otherwise disclosed to the School about you and/or the Pupil are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld and are shared in a timely and transparent manner;
 - 6.3.6 engaging with the School in a corporative and transparent manner so that the Pupil can participate in, and benefit from, the School's provision of education (including where the School may wish/need to provide such education remotely);
 - 6.3.7 working in partnership with the School in the best interests of the Pupil;
 - 6.3.8 supporting and promoting the aims and ethos of the School;
 - 6.3.9 supporting the School in maintaining good standards of behaviour and conduct, including co-operation with all reasonable requests that you receive from the School during its investigation of any disciplinary allegations relating to the Pupil or any other pupil who attends or has attended the School;
 - 6.3.10 ensuring that the Pupil attends punctually throughout the published dates of each term and complies with the School Rules concerning the Pupil's appearance and attendance;
 - 6.3.11 attending meetings and keeping in touch with the School where the Pupil's interests so require;
 - 6.3.12 ensuring that the Pupil, if they are a boarding Pupil, attends all the required events throughout the year; and
 - 6.3.13 complying with the Felsted School Expectations with Parents and any other policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time.
- 6.4 **You must provide us with information.** You must promptly provide the following information to the School which is relevant to the provision of education to the Pupil and in order for the School to fulfil its obligations under this contract. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same:
- 6.4.1 any medical condition, health problem, social emotional or mental health concern or allergy that the Pupil has or subsequently develops, whether underlying, long-term or short-term, including any infections or injuries;
 - 6.4.2 any factor that makes the Pupil unable to take part fully or at all in games, PE or sporting activities (supported by appropriate medical evidence);
 - 6.4.3 any special educational need(s) or disability that the Pupil has or subsequently develops;
 - 6.4.4 any situations where special arrangements may be needed in relation to the Pupil, including in relation to their education or welfare;
 - 6.4.5 at any time prior to or during the Pupil's time at the School and having obtained the permission of the court if necessary, any court order that is put in place or any undertaking that is given to a court in respect of (or relating to) the Pupil's attendance at the School (including its premises) and/or the School's provision of education to the Pupil. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) the Pupil's living and/or contact arrangements; (ii) the Pupil's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility for the Pupil;
- 6.4.6 any change of circumstance or health problems that may be relevant to the School's care of the Pupil; and evidence that the Pupil has received all standard vaccinations as provided by the NHS applicable to the UK and relevant overseas travel.
- 6.5 **What happens if you don't provide the information we require.** If you withhold from us or otherwise misrepresent to us information of the nature in [clause 6.4](#), please be aware that this may result in us exercising our right to end this contract under [clause 9.10](#) below.
- 6.6 **Decisions concerning the Pupil.** You must consult with each other so far as decisions regarding the Pupil are concerned. Accordingly, subject to [clause 9.1](#) 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 each of you; and any communication from the School to one of you as having been given to each of you
- 6.7 **You must notify us of a change of contact details.** You will inform the School promptly of any change to your contact details and provide the name and contact details of a responsible person in the United Kingdom authorised to act on your behalf if you are away from the United Kingdom at any time during a school term.
- 6.8 **When you must appoint an education guardian.** If you are resident outside the United Kingdom ('UK') you must appoint an education guardian in the UK who has been given legal authority to act on your behalf in all respects and to whom the School can apply for authorities when necessary. If the Pupil's visa is sponsored by the School as a *Child Student* or *Student* this is a requirement of their visa. Detailed requirements in this respect are set out in the annex to this contract.
- 6.9 **The Pupil's absence from School must be notified to the Head.** The Head must be informed in writing of any reason for the Pupil's absence from School. In all cases except for absence due to ill-health, you must obtain the Head's prior consent for absences from School.
- 6.10 **When we may require you to keep the Pupil away from School.** The School may require the Pupil to remain away from School in the following circumstances:
- 6.10.1 due to a health or safety risk either presented by the Pupil to others or presented to the Pupil by others or by reason of a virus, pandemic, epidemic or other health or safety risk, (including where the School reasonably concludes that the Pupil poses a risk of harm to themselves or others or that keeping the Pupil away from School is in the best interests of the Pupil and/or of other pupils); and/or
 - 6.10.2 where a disciplinary matter is being investigated by the School and this relates to the conduct of the Pupil or engages their (or another child's) safety or well-being. In such circumstances, the requirement to keep the Pupil away from School would be a neutral act during the investigation procedure; and/or
 - 6.10.3 the School considers that this is in the best interests of the Pupil and/or of other pupils at the School; and/or
 - 6.10.4 in accordance with [Clause 9.10](#) (i.e. if you do not pay the School Fees in full and on time).
 - 6.10.5 **You acknowledge the Pupil's right to enter, reside and study in the UK.** You confirm that the Pupil has the right to enter, live and study in the UK and if you require the School to sponsor the Pupil as a condition of his/her entry into the UK, such requirement has previously been notified to the School. If the Pupil's visa is sponsored by the School then, in addition to the terms and requirements set out in Annex A and the School's policies, you will need to comply with additional UK Visas and Immigration Home Office requirements which apply to the Pupil's living arrangements during and outside of term time and while they are in the UK, including that you must provide the School with the evidence of the Pupil's living arrangements used in support of their visa and inform us immediately if there are any changes. You must also provide us with such information as we may request from time to time to evidence the Pupil's living arrangements.
- 6.11 **You must notify us of changes about you and/or the Pupil.** You must:

- 6.11.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or the Pupil that is held by the School, including any information provided under [clause 6.4](#); and
- 6.11.2 inform the School of any change to your or the Pupil's circumstances (including, where applicable, in connection with the Pupil's entitlement to enter, reside and/or study in the UK), or information about (or relating to) you or the Pupil that has previously been notified to the School, including relevant contact details.

7 Admission, the deposit and progress through the School

Deposit

- 7.1 When you can find information about the deposit. Details of current deposit arrangements are set out in these [clauses 7.3-7.6](#), the Final Confirmation of Entry Form and in the School's tariff.
- 7.2 The non-refundable status of the deposit. The deposit is non-refundable. The limited exception to this is where 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 these costs. You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to find a replacement.
- 7.3 Acceptance of a place. Unless otherwise stated in the letter offering a place for the Pupil at the School, an offer of a place for your child at the School is accepted by your submitting the completed Final Confirmation of Entry Form and paying the deposit.
- 7.4 How we use the deposit. The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.
- 7.5 Requirement for you to increase the deposit amount. Where an offer of a place for the Pupil to enter the senior school is accepted, you shall pay a further sum equivalent to the difference between the deposit already paid and the deposit payable for the secondary school to accept the place.

Progress through the school

- 7.6 The period of the Pupil's schooling. Subject to these terms and conditions, the School will provide Services to the Pupil from the time of joining the School until they leave the School at the end of their secondary schooling. It is assumed therefore that the Pupil will, subject to conduct and academic attainment and any other relevant circumstances, progress through the School from the date of entry and complete the upper sixth year. If that is not your intention then a term's notice must be given in accordance with [clause 9.2](#), including at transition stages. Accordingly, if you wish to withdraw the Pupil before entry into the sixth form you must give a clear term's written notice of termination or pay a term's fees in lieu of notice.
- 7.7 Progression through the School. The Pupil will be expected to meet the appropriate academic standard (as determined by the School from time to time measured by test results, internal exam results, class work and external exam results) to move through the following stages of the School:
- 7.7.1 from Year 2 into Year 3
- 7.7.2 from Year 6 into Year 7
- 7.7.3 from Year 8 into Year 9
- 7.7.4 from Year 11 into Year 12
- 7.7.5 from Year 12 into Year 13.
- 7.8 We may amend the standards required for progression. The academic standard required for progression through the stages referred to in [clause 7.7](#) may be amended by the School at the School's sole discretion. Any such amendment will be communicated to you as soon as reasonably possible.
- 7.9 Progression into the sixth form. Progression into the sixth form is dependent upon the criteria that the School publishes on its website, which may be amended on an annual basis. You are entitled to ask for a copy of the current criteria from the School. If a Pupil in year 11 meets the criteria in [clause 7.7](#) he will, save in exceptional circumstances notified to you by the School, automatically continue into the sixth form. You will be advised before the end of the Spring Term in the Pupil's year 11 of our predictions for GCSE results if we consider that there is a significant doubt that the Pupil will meet those required criteria. You acknowledge that it will not be possible for the School to

confirm if the Pupil has met the academic criteria for progression into the sixth form until the GCSE results are known.

8 Fees

- 8.1 How fees are charged. The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. Each term's fees are charged separately and the fees payable in respect of each term shall fall due for payment by you on or before the first day of the 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 6.2](#) above). The fees must be paid in full on or before the first day of the term to which the invoice relates. The accepted payment methods are advised on the relevant fee invoice and are also available on the School website.
- 8.2 The balance must be paid if you query an item on the invoice. If you query any item on the invoice, the balance must be paid. Any part payment will be treated as a payment on account and interest will be payable on any balance due.
- 8.3 How we treat cheques. Payments by cheque are not considered as monies received until cleared.
- 8.4 What happens if you do not pay the fees on time. If fees are not paid on time, and/or there is persistent failure by you to pay the fees on time, we may refuse to allow the Pupil to attend the School (including accessing educational provision remotely), withhold any references and/or withdraw sponsorship of the Pupil's *Child Student Visa* or *Student Visa* (if applicable) while the fees remain unpaid. We will not be obliged to provide Education Services to the Pupil during any period the Pupil does not attend school (including remotely) for non-payment of fees. If you do not make a payment to us within fourteen (14) days of us reminding you that such payment is due, the Pupil will be treated as having been permanently withdrawn by you without notice and a term's fees in lieu of notice will then be due in addition to the outstanding fees. Please see [clause 9.10](#) for further information of our right to terminate the contract for non-payment of fees.
- 8.5 We will not reduce fees due to absence or otherwise. Fees, although payable by equal termly amounts, are calculated on an annual basis. There will be no reduction or waiver of fees as a result of absence due to illness or otherwise, or as a result of the Pupil being required to study at home as a result of us providing educational services remotely for whatever reason. If the Pupil takes study leave at home before or during public 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 such periods spent at home. No reduction of fees will be made for enforced temporary closure of the School or if the start or finish date of a school term is changed.
- 8.6 Supplemental charges. Supplemental charges are payable in respect of each Service excluding Education Services and where applicable, fees in relation to boarding provision. Some supplemental charges are optional, and others are not optional. Any and all Services which are optional are supplied independently from each of the other Services. Supplemental charges must be paid in full by the due date shown on the invoice. If you wish to withdraw the Pupil from participating in or receiving a Service which is a supplemental charge and which is optional, you must give a clear term's written notice or you must pay on demand a term's charge in lieu of such notice for the relevant Service in which the Pupil has ceased to participate or receive.
- 8.7 What happens if you do not pay supplemental charges. We may refuse to allow the Pupil to participate in the relevant Service while the applicable supplemental charge for that activity or examination(s) remains unpaid.
- 8.8 What happens if we terminate this contract. If the School terminates this contract in accordance with [clauses 9.10 and 9.11](#):
- 8.8.1 the deposit will be returned without interest and less any outstanding fees; and
- 8.8.2 fees due for the term in which the Pupil leaves and any supplemental charges remain payable in full.
- 8.9 We can charge interest if you pay late. If you do not make any payment to the School by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above base rate of the Bank of England from time to time. Unless we tell you otherwise in writing, this interest shall 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 interest together with the overdue amount.
- 8.10 **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, i.e. costs that would be allowable by the courts if judgment was made in the School's favour).
- 8.11 **We may increase the fees.** Fees are reviewed annually and may be increased. We shall try to give at least a term's notice of any increase and will always give you notice of any such increase not later than the final day of the preceding term. If we give less than a full term's notice of an increase greater than 8%, you will be entitled to withdraw the Pupil from the start of the following term without giving a term's notice and will not be liable for fees in lieu of notice provided that we receive your written notice of withdrawal within 21 days of our giving notice of that increase.
- 8.12 **Payment of fees by a third party.** We are under no obligation to accept payment of fees by a third party. Any agreement we may enter into with a third party for the payment of fees does not release you from your liability for those fees and we cannot be required to pursue a claim for fees against a third party.
- 8.13 **Payment by instalments.** An agreement by the School to accept payment of fees by instalments is concessionary and will be subject to separate agreement/s between you and the School. Where there are inconsistencies between these terms and conditions and those of any such agreement or invoice issued by the School to you (as applicable) the terms and conditions of the supplemental agreement or the invoice shall prevail.
- 8.14 **How fees are discharged under our fees in advance scheme.** 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 the Pupil 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.
- 8.15 **How bursaries and scholarships are treated.** If the Pupil has been awarded a scholarship / bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. Each and any scholarship and bursary awarded to any Pupil is subject to published eligibility criteria in the School's Scholarship Policy and Bursary Policy and high standards of behaviour, attendance and work. Bursaries and scholarships are subject to annual review by the School and you will be asked to provide, among other things, updated financial information each year that the Pupil remains in the School. The annual review may result in bursaries/scholarships being varied upwards or downwards. A bursary/scholarship award may be withdrawn in accordance with the terms upon which such award is made and/or if, in the opinion of the Head: (a) the Pupil's attendance, progress and/or behaviour (or the behaviour or conduct of one of you) no longer merits continuation of the award; (b) the School decides in its sole discretion not to continue providing the bursary/scholarship, either in whole or in part; or (c) you have withheld or misrepresented information related to your application for, or the award of, the bursary/scholarship. The additional terms of a scholarship or bursary are set out in the relevant offer letter to parents. If, in the opinion of the Head, you withheld or misrepresented information related to your application for, or the award of, the bursary/scholarship, the School may withdraw the award with immediate effect on written notice to you and the School may demand repayment of any award. Where it appears likely to the Head that an award may be withdrawn from the Pupil for any other reason you will be notified before the end of the penultimate term before the withdrawal or amendment takes effect. If within fourteen (14) days following the withdrawal of a scholarship or bursary 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 the Pupil at the School.
- 8.16 **Information on your identity and source of funds.** From time to time the School may need you to provide us with information so that we can properly and accurately verify to our satisfaction your identity; the Pupil's identity; the Pupil's right to enter, study and live in the United Kingdom; the legitimate source of any funds used to pay the fees; information provided to us as part of, or in connection with, an application for a bursary award; and that you are not subject to, or within the purview of, any national or international financial or similar sanctions imposed by a competent authority. You must promptly cooperate with the School in relation to any such checks and information as deemed necessary by the School. For further information, please see our anti-money laundering policy.
- 8.17 **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. The School shall be entitled to allocate a payment in respect of one child to the unpaid account of any other child of yours at the School.
- 8.18 **Applicable taxes.**
- 8.18.1 Except where expressly stated otherwise, all the fees, supplemental charges, registration fee, deposit and any fees in lieu of notice are exclusive of VAT and any other taxes, which will be added (where applicable).
- 8.18.2 You may be required to reimburse the School for any costs or expenses we incur on your or on the Pupil'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.
- 8.18.3 If the School or HMRC determine that any Services supplied under this contract are subject to VAT (or any other taxes), and the School has not already charged you the corresponding VAT (or any other taxes) for those Services, the School will promptly notify you and confirm the amount of VAT (or applicable tax) payable and you will pay an amount equal to that VAT (or applicable tax) within 14 days of the School notifying you .

9 Termination of this Agreement

Termination by you:

- 9.1 **Notice of termination be signed by each of you.** A notice of withdrawal under this contract (i.e. under clauses 8.11, 8.15, 9.2, 9.3 and 9.4) must be signed by each of you as the holders of parental responsibility for the Pupil (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).
- 9.2 **Notice to withdraw the Pupil.** If you wish to withdraw the Pupil from the School AFTER they have started at the School, you must give the School either at least one clear term's notice in writing or pay to the School one term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. The School will credit the deposit (without interest) to the payment of any such fees in lieu of notice. This means that if, for example, you wish to withdraw the Pupil with effect from the start of the autumn term (i.e. at the start of an academic year) then you would need to tell us in writing that you wish to withdraw the Pupil on or before the first day of the preceding summer term.
- 9.3 **Notice to cancel your acceptance of a place.** Subject to clause 20 (where you have the right to cancel this contract), if you wish to withdraw your acceptance of a place AFTER submitting the Final Confirmation of Entry Form and paying the deposit but BEFORE the Pupil starts at the School you must give us written notice before the first day of the term immediately preceding the term in which the Pupil was due to start. This means that if, for example, the Pupil 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 a place on or before the first day of the preceding summer term (i.e. the final term of the previous academic year). If you provide a term's notice, you will lose the deposit (subject to clause 7.2) but no further fees will be payable. If you do not provide us with a term's notice (or no notice is provided at all), a full term's fees shall be payable by you in lieu of notice and shall become due and owing to the School upon demand as a debt. The fees in lieu of notice will be charged at the rate applicable for the term when the Pupil was due to start.
- 9.4 **Change of status.** You must give a term's notice if you wish to change the status of the Pupil's place (e.g. from boarding to day status, full to weekly boarding or from weekly to contemporary boarding) or you shall pay to the School the difference between the relevant fees in lieu of notice, at such a rate as would have been charged for the final term of provision if a term's notice had been given. The School cannot guarantee the availability of a place and the Head may refuse a request if the Head considers it in the Pupil's or other children's best interests.

9.5 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 other sums due to the School, or to obtain a refund of any sums paid, by withdrawing your child or by your child ceasing to participate in or receive a Service part-way through a term.

9.6 When notice will be deemed effective. Written notice given under this clause 9 will only be effective if actually received and acknowledged in writing by the Head within 48 hours during term time and within seven days during school holidays. You must contact the School promptly if no such acknowledgement is received. We expect you to consult with the Head before giving notice to withdraw the Pupil.

9.7 Withdrawal by the Pupil will be deemed a withdrawal by you. If the Pupil withdraws from the School, that action will be treated as withdrawal by you.

9.8 Term dates for the purpose of giving notice. For the purpose of giving notice under this contract terms are deemed to commence on 1st September, 1st January and the first day of the summer term as published in the School calendar in each year. Thus, for example, a clear term's notice to take effect on 1st January must be received before 1st September in the previous year.

9.9 Your right to end this contract. You may end this contract at any time by notice in writing to the School if:

9.9.1 You have a legal right to end the contract because the School has failed to comply with its obligations under this contract; or

9.9.2 The School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

Termination by the School:

9.10 Our rights to end this contract. In addition to where this contract is terminated automatically as a result of expulsion or required removal under Clause 11, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid, if:

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

9.10.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or withhold important information from us, about you and/or the Pupil or that is relevant to the provision of education by the School to the Pupil (such as misrepresenting whether by act, omission or withholding of information on your part that you and/or the Pupil is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/the Pupil is not or any information about the Pupil's health, medical condition, special educational needs, disability or allergies);

9.10.3 any conditions set out in our letter offering the Pupil a place at the School are not satisfied;

9.10.4 you fail or refuse to complete and submit to the School a medical questionnaire in respect of the Pupil and/or you fail or refuse to complete and submit a parental absence form;

9.10.5 you (or either of you):

(a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;

(b) are otherwise unable to pay your debts as they fall due;

(c) are the subject of a bankruptcy petition or order; or

(d) enter into an individual voluntary arrangement;

9.10.6 the Head considers that your behaviour or conduct (or the behaviour or conduct of one of you) is unreasonable; and/or represents a serious or persistent breach of the Felsted School Expectations with Parents; and/or causes a breakdown of trust and confidence; and/or adversely affects (or is likely to adversely affect) the Pupil's or other children's progress at the School, or the well-being of 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;

9.10.7 you otherwise do not comply with your obligations under this contract or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the Services it needs to in satisfaction of its obligations under this contract;

9.10.8 the Pupil no longer holds an immigration status which confers

a right to enter and study in the UK..

9.11 We may terminate on a term's notice. The School may terminate this contract on a term's notice to you.

9.12 When this contract shall end if not terminated early. For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or the end of the Pupil's schooling (at the end of year 13), whichever is later.

9.13 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. After this contract ends, you and we will keep any rights we have under general law.

10 Special arrangements, Special Educational Needs and Disability

10.1 You must notify us of special arrangements. You must inform the School of any situations where any special arrangements may be needed in relation to the Pupil, including for their education or welfare.

10.2 We shall advise you if we have any concern about the Pupil's progress but we do not undertake to diagnose dyslexia or other conditions. Any formal assessment or diagnosis that may be required by the School at its sole discretion must be obtained at your expense. If you refuse to permit or pay for any such formal assessment or diagnosis, the Head may require you to remove the Pupil in which case no notice or fees in lieu of notice will be required.

10.3 Costs of additional provision. Any additional provision that is required to identify or meet particular needs over and above that which is provided generally for the benefit of pupils, and in particular any one-to-one tuition will, subject to the School's equality obligations, be charged additionally to the fees as a supplemental charge. If the School has entered a contract with a third party to make such additional provision, and you withdraw the Pupil from the School midway through an academic year, the School reserves the right to charge you for the cost of that provision up to the earliest date on which the said contract can be terminated after you have given notice of withdrawal.

10.4 When we may seek the Pupil's removal. If the Head reasonably concludes after consultation with you that the School cannot provide adequately for the Pupil's needs, you may be required to remove the Pupil in which case no notice or fees in lieu of notice will be required.

11 Investigation, Temporary exclusion, Removal and Expulsion

11.1 Investigatory action by the Head. The Head is entitled to take all steps that they consider necessary to investigate any behavioural incident or allegation involving the Pupil including:

11.1.1 the right to search the Pupil's person;

11.1.2 the right to search any property belonging to the pupil, including telephone, tablet and computer devices storing data online and in any other media, or accommodation occupied by the Pupil;

11.1.3 the right to require the Pupil to undergo appropriate tests for drugs and alcohol including the right to require samples for analysis;

11.1.4 during the course of any investigation it may be necessary to take statements from the Pupil without informing you beforehand.

Any refusal by the Pupil to allow a search to take place or to undergo such tests may be treated as an independent breach of the School Rules and dealt with accordingly and inferences drawn. Any searches will be carried out lawfully and in accordance with any statutory and/or non-statutory guidance issued by the Department for Education.

11.2 The Head's discretion to temporarily exclude. The Head may at any time temporarily exclude the Pupil if the Head considers that the Pupil's conduct or behaviour (including outside school or online) is unsatisfactory and/or it is in the best interest of the Pupil or other pupils to do so. Unless circumstances make it impracticable, the Head will consult with you before doing so and will consult with you regarding any extension of the initial temporary exclusion. The Head will review any temporary exclusion that is for an indefinite period every seven days.

11.3 The Head's discretion to require you to remove the Pupil. In accordance with the accepted practice in independent schools, the

Head may in his or her discretion require the removal of the Pupil if the Head considers that:

- 11.3.1 the Pupil's attendance and/or progress is unsatisfactory; and/or
 - 11.3.2 the Pupil's behaviour or conduct (including outside of school or online) is unsatisfactory and/or the Pupil has acted in a manner that has brought or is likely to bring the School into disrepute; and or
 - 11.3.3 removal is in the School's best interests (including our staff and/or those of the Pupil or other pupils.
- 11.4 The Head's discretion to expel. The Head may in his or her discretion expel the Pupil for gross misconduct, namely a serious breach (or persistent breaches) of school discipline as set out in the School policies or a serious criminal offence. The School Rules set out examples of offences likely to be punishable by temporary exclusion or expulsion. These examples are not exhaustive and the Head may decide that temporary exclusion or expulsion for a lesser offence or for a series of minor offences is justified. All aspects of the Pupil's record at the School may be taken into account.
- 11.5 Impact of exclusion or required removal on this contract. This contract will terminate with immediate effect if the Pupil is expelled or if you are required to remove your child from the School and the School will stop providing the Services.
- 11.6 You may have a decision to expel or a required removal reviewed. You are entitled to have any decision regarding expulsion or a required removal taken by the School and/or Head under this clause 11 reviewed. Any such review shall be subject to a governor review in accordance with the Permanent Exclusion (Expulsion) or Required Removal Appeal Procedure. The decision will be effective unless and until the outcome of the review results in the Pupil being reinstated.
- 11.7 The Head will consult with you before expelling or requiring the removal of the Pupil. The Head will not expel or require the removal of the Pupil without consulting you and giving you and the Pupil a reasonable opportunity to know the grounds on which such action is proposed and an opportunity for you and the Pupil to be heard as to why that action should not be taken. The Head's consultation with you under this clause 11 may be informal and the requirement to consult will be satisfied if steps have been taken to inform you of the relevant circumstances and you have been given an opportunity to comment. Failure to consult in advance of action by the Head will not invalidate such action if in taking such action you and the Pupil have in substance been dealt with in a fair manner.
- 11.8 What happens if the Pupil is temporarily excluded, expelled or removed from the School. Should the Head exercise his or her right under Clause 11.2, 11.3 or Clause 11.4 above:
- 11.8.1 you will not be entitled to any refund or remission of fees due (whether paid or payable) in or relating to the term in which the Pupil is temporarily excluded, expelled or removed;
 - 11.8.2 in respect of required removals under Clause 11.3 and expulsions under Clause 11.4, the deposit will be forfeited and retained by the School; and
 - 11.8.3 in respect of all expulsions and required removals, fees in lieu of notice will not be payable and any fees that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.

12 Boarding

- 12.1 Where the Pupil is a boarder at the School, you acknowledge that the Pupil will comply at all times with any school policy made in relation to boarding.

13 How we may use personal information: references, confidentiality and data protection

- 13.1 References for the Pupil. We may supply information and a reference in respect of the Pupil to any educational institution which you propose the Pupil may attend or, where applicable, to any prospective employer. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to the Pupil 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 the Pupil is, alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

- 13.2 We will send information about the Pupil to both of you as a matter of course. The School shall disclose certain information about the Pupil from the School (including school reports, correspondence and other materials relating to progress, development and/or education information as a matter of course to) to any person who has parental responsibility 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 the General Data Protection Regulation and the Data Protection Act 2018 (as amended or superseded)).
- 13.3 Data protection law. The School will process personal data about you and the Pupil in accordance with data protection law, including the Data Protection Act 2018 (as is amended or superseded), and other related legislation. We will process such personal data:
- 13.3.1 as set out in this clause 13, and in the School's Data Protection policy and Privacy Notices which are available on the School's website as may be amended from time to time;
 - 13.3.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement;
 - 13.3.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes; and
 - 13.3.4 to comply with our responsibilities as a licensed *Child Student and/or Student Sponsor* for immigration purposes.
- 13.4 We can notify other educational institutions of outstanding payments. We may inform any other school or educational establishment to which you propose to send the Pupil or to which the pupil attends of any outstanding fees or supplemental charges.
- 13.5 Monitoring the Pupil's activity. We may, subject to applicable data protection law, monitor the Pupil's telephone, email and messaging communication, internet and Wi-Fi use and use of social media for various reasons, including 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.

14 Public Liability and Insurance

- 14.1 Your responsibility to make insurance arrangements. In the absence of its own negligence, the School does not accept responsibility for accidental injury or loss or damage to property on School premises or on School trips and visits. You must make your own insurance arrangements (including medical cover) if you require cover for the Pupil or their property:
- 14.1.1 while at the School or for the payment of fees due to absence of the Pupil or closure of the School premises; and
 - 14.1.2 while attending a school trip. Where the Pupil is attending a trip abroad, it is your responsibility to ensure the insurance arrangements include appropriate cover for travel abroad.
- 14.2 We may charge for electric tests on the Pupil's own equipment. Any electrical equipment brought on to the School premises is at the sole discretion of the Pupil's Housemaster/Housemistress/Houseparent and may be subject to electrical tests for which the School may charge you as a supplemental charge. Use of that equipment is subject to the School's policies.

15 School Trips

- 15.1 Consent to school trips. You consent to the Pupil participating in trips and visits organised in the normal course of your child's schooling.
- 15.2 How School trips are charged. School Trips will be charged as a supplemental charge and your prior consent will be sought for a trip costing more than £100. Any cost incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be charged to you.
- 15.3 Visa Requirements. The Pupil's attendance on any foreign School trip is contingent upon them being granted the necessary visa and being able to meet any associated conditions of entry for the relevant country. It is your responsibility to ensure the Pupil meets the necessary conditions for travel including ensuring the Pupil obtains the appropriate immigration status for travel. If the Pupil is unable to attend a School trip because they do not meet the necessary requirements for travel, you may still be charged the applicable supplemental charge, for example, where the School has been unable to recover its costs from a third-party travel company or under the terms of the relevant insurance policy.

16 Complaints Procedure

- 16.1 The School's procedure for raising 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 delay. Complaints should be made in accordance with the Complaints Procedure. The Head may require that any matter in dispute between you and the School be dealt with under that procedure.

17 Events outside of our, or your, control

- 17.1 What we mean by an "event outside of our/your control". We mean any event beyond a party's reasonable control (including, by way of example and for the avoidance of doubt, acts of God, 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, snow, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination). In the remainder of this Clause 17 we shall refer to these as an "event".
- 17.2 What happens if we are affected by an event outside of our control. If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this agreement, the School shall give you notice in writing. 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.
- 17.3 Events lasting more than 6 months. If the School is wholly and completely prevented from performance of all of its obligations as a result of an event (and is unable to provide Education Services remotely) for a continuous period greater than six months, then either you or the School will be entitled to end the agreement on written notice.
- 17.4 What happens if your child is affected by an event outside of your control. Subject to clause 8.5 (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if the Pupil is wholly and completely unable to receive any of the Education Services (including 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:
- (i) 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 (such that the Pupil can still participate and benefit from the provision of education by the School, including for example participating remotely); and
 - (ii) resume the performance of the obligations as soon as reasonably possible;
 - b) in circumstances where, following the efforts made and steps taken under clause 17.4, the Pupil is not able to participate and benefit from any level of provision of Education Services by the School (whether at school or remotely) then you shall not be responsible for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
 - c) if the event continues to prevent the Pupil from wholly and completely attending the School or being able to participate and benefit from any level of provision of Education Services by the School (whether at school or remotely) for more than six months, you and the School will be entitled to cancel the contract on written notice.

18 Communications between you and the School

- 18.1 Notice 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.
- 18.2 Communications (including notices) will be sent by the School to you using the contact details included in our records. You must notify the School without delay of any change of address(es) or other contact details.
- 18.3 How to provide written notice. Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:
- (i) sent by email using this email address:
hmsprep@felsted.org (Prep) or hmpa@felsted.org (Senior);
 - (ii) delivered by hand to the School;
 - (iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of

delivery; or

- (iv) otherwise sent to the School's address by first or second class post.

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 7.6, 8.11, 8.15, 9.2, 9.3 and 9.4, you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 7 days (during a school holiday period) after sending the notice.

19 Changes in ownership

- 19.1 We may transfer our rights and obligations under this contract to another person or organisation. We will ensure the transfer will not affect your rights under this contract.

20 Right to Cancel

- 20.1 How to exercise your right to cancel. You have the right to cancel this contract within 14 days after signing the Final Confirmation of Entry Form ('the Cooling Off Period') without giving any reason. The Cooling Off Period will expire after the 14 days from the day of acceptance of a place through signature of the Final Confirmation of Entry Form. To exercise the right to cancel, you must inform the School (Felsted School, Felsted, Dunmow, Essex, CM6 3LL, burspa@felsted.org, 01371 822621) of your decision to cancel the contract by a clear statement (e.g. a letter sent by post). You may, if you wish, use the form at Annex B. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the Cooling Off Period has expired. If you wish to withdraw your acceptance of a place **after** the Cooling Off Period, you must provide the notice required by clause 9.3.
- 20.2 What happens if you cancel this contract. If you cancel this contract within the Cooling Off Period, the School will reimburse you all payments received from you, save that if the Pupil has started to attend the School, you shall pay us an amount of the fees which is in proportion to the days attended until you communicated to us your cancellation of this contract. The School will make the reimbursement without undue delay, and not later than 14 days after the day on which we were informed about your decision to cancel this contract. The School will make the reimbursement using the same method of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

ANNEX A

TERMS RELATING TO IMMIGRATION AND / OR PUPILS WHOSE PARENTS RESIDE OUTSIDE OF THE UK

- 1 If you reside outside of the UK, you must appoint an education guardian over the age of 25 and who holds British citizenship or is settled in the UK for the duration of the Pupil's time at the School. If the Pupil is sponsored by the School under the Child Student route the Pupil is only permitted to reside in the UK under the permitted living arrangements which are in accordance with the School's policies and published Home Office immigration rules and guidance as amended from time to time. To comply with our requirements as a sponsor licence holder, the School is obliged to retain certain records in relation to a sponsored Pupil's living arrangements including evidence that the intended guardian holds British citizenship or is settled in the UK and a Letter of Undertaking from the intended guardian.
- 2 You are responsible in each case for appointing and satisfying yourselves as to the suitability of an education guardian (see paragraph 6 below) and you must ensure that the appointed guardian and any adult regularly living with the intended guardian meets the requirements and responsibilities of the School's Parent and Guardian Relationship Policy (available on the School website), the requirements under Appendix Student and Appendix Child Student (for sponsored pupils), and paragraphs 3 or 4 below. It is your responsibility to inform the School of any changes to the guardianship arrangements.
- 3 The responsibilities for guardians appointed for a Pupil of any age where their parents reside outside the UK include:
 - 3.1 to be the 24-hour point of contact in the UK for the School throughout the school term;
 - 3.2 to make all decisions (including decisions relating to medical care and curriculum choices) in relation to the Pupil that a parent could or should make, including the signing of consent forms as necessary;
 - 3.3 to be the person with whom the School liaises on all matters relating to the Pupil including communicating with the School regarding the Pupil's welfare and wellbeing, including any medical matters that have occurred during their stay away from School;
 - 3.4 to give permission for other arrangements where the Pupil will be away from School, for example school trips or visits to friends;
 - 3.5 to give permission for the Pupil to participate in activities for which extra charges may be payable, for example music lessons;
 - 3.6 to support the Pupil in their academic progress, including attending parents' meetings;
 - 3.7 to be the person with whom the Pupil resides when not in school and when not with their parents during scheduled holidays, and who will accommodate the Pupil if the Pupil is for any reason required to be away from School or unable to be in School during term time;
 - 3.8 to be responsible for the welfare of the Pupil when not in school and not with their parents;
 - 3.9 to arrange travel to and from School at beginnings and ends of terms, at half terms and for exeats;
 - 3.10 to ensure that arrival and departure times comply with the School's published term dates and times;
 - 3.11 to communicate travel arrangements to the School at least two weeks before the Pupil leaves or returns to School, giving exact travel and accommodation details;
 - 3.12 to arrange proper care and supervised accommodation for holidays, half term holidays and exeats if the Pupil will not be with their parents;
 - 3.13 to appoint another responsible person to act temporarily as guardian during absences on holiday or in the event of the guardian being indisposed.
- 4 The School is entitled to assume (and act on the assumption) that any appointment and authority notified to it remains fully in force unless and until you notify the School of the appointment of a replacement guardian. A copy of a completed Felsted School Guardian Agreement Form together with such evidence as to the guardian's identity and their conformity with immigration law, must be supplied to the School before the School is able to issue a Confirmation of Acceptance of Studies.
- 5 The School will consult at all times with the guardian and will act in accordance with the wishes of the guardian. If the School becomes aware of any conflict between the wishes of you and the wishes of the guardian, the School will act as it considers to be in the best interests of the Pupil. If at any time there is no duly appointed guardian and you fail to appoint one within 14 days of being required to do so by the School, the School may by written notice require you to remove the Pupil from the School forthwith. In that event, no refund of fees paid will be made and you will be liable for a term's fees in lieu of notice as though you had withdrawn the Pupil without a term's notice. During any period when there is no appointed guardian you will have total responsibility for the Pupil's welfare other than when the Pupil is in school, and the School accepts no responsibility for anything that may happen out of school. In an emergency and where we cannot contact you or the guardian, the School will act in the best interests of the Pupil.
- 6 Any guardian appointed by you must be:
 - a) Accredited by AEGIS (The Association for the Education and Guardianship of International Students) as an AEGIS Gold Standard Guardian; or
 - b) a guardian who is accredited by AEGIS under AEGIS Accreditation. AEGIS Accreditation is valid for two years. After this period, we expect guardians to move to Gold Standard accreditation. Guardians who remain under AEGIS Accreditation after the initial two year period will only be able to remain as Felsted guardians in exceptional circumstances and with the agreement of the Head; or
 - c) accredited by BSA (Boarding Schools' Association) as a BSA Certified Guardian; or
 - d) an immediate family member or family friend that meets UKVI (if sponsored) and the School's guidelines. The School will only accept a family friend as a guardian for one Pupil or family (aside from their own child).The School does not advise on or endorse any appointment but, if in the School's reasonable discretion, the appointed guardian does not discharge his or her functions in the best interests of the Pupil or satisfy UKVI requirements (if sponsored), the School may take such steps as may be reasonable to safeguard the Pupil.
- 7 If the Pupil requires a visa to study in the United Kingdom it is your responsibility to notify the School, to supply the School with the necessary documentation in order for the School to issue a Confirmation of Acceptance for Studies (CAS) where the pupil requires sponsorship, to organise the application of the appropriate visa (and any renewals), and any other documentation that is a specific requirement. The appropriate visa must be obtained and a copy provided to the School prior to the Pupil leaving their home country and before the Pupil takes up the place. You must immediately notify the School of any changes to the immigration status or visa conditions associated with you, the Pupil or education guardian occurring at any time following acceptance of a place at the School.
- 8 In order to comply with our responsibilities as a licensed sponsor for immigration purposes, we may notify and/or supply information relating to you and/or the Pupil's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor your child or not). Such information may include, but not limited to, information about you and the Pupil's immigration status, the Pupil's attendance records, the Pupil's living and care arrangements and any changes in your or the Pupil's circumstances (including where they are excluded, required to be removed, or this contract is terminated). The School also reserves the right to request mandatory documents and retain records in relation to overseas Pupils who do not require the School's sponsorship (for example, as a dependant or if the Pupil holds settled or pre-settled status), including evidence of their Parents immigration status in the UK in order to comply with our sponsorship duties and Right to Study policy. Where a Pupil does not have a valid right to study or the correct immigration status to attend the School this contract may be terminated in

accordance with Clause 9.10.8 of the terms and conditions of the contract.

- 9 Failure to meet the conditions of the Pupil's visa may result in the School withdrawing sponsorship of the Pupil. Failure to obtain a visa will not be treated as a frustrating event and does not remove the requirement for you to give a full term's notice or pay a term's fees in lieu of notice.
- 10 You acknowledge that the School cannot guarantee entry to countries outside the United Kingdom and you further acknowledge that any refusal by any overseas authority which results in the Pupil being unable to participate in a pre-paid school related activity is non-refundable.

- 11 If required by the Head, Pupils who are not resident in the UK must attend, and you must meet the cost of, an induction course at Felsted prior to their admission to the School.

ANNEX B CANCELLATION FORM

To: The CFO, Felsted School, Felsted, Dunmow, Essex, CM6 3LL

Telephone number: 01371 822621

Email address: burspa@felsted.org

I/We* hereby give notice that I/we* cancel my/our* contract with the School.

Name of parent

Name of pupil

Address

Signature

Date

[*] Delete as appropriate