

STANDARD TERMS AND CONDITIONS

(As amended April 2010 – To take effect from 1st September 2010)

1. Definitions

(a) In these terms and conditions

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

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

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

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

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

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

"Provisional Notice" means a term's notice (as defined below) that you anticipate needing to withdraw your child from the School (other than at a normal leaving date) or that you anticipate needing to change your child's place at the School from boarding to a day place.

"Schedule of Fees" means the published note of the School's prevailing fees.

"Pupil Code of Conduct" means the rules of the School as set out within the School Calendar. These rules may be changed from time to time and you should check the current School Calendar for the up to date rules;

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

"a term's notice" means written notice given not later than the first day of the term preceding the term to which the notice relates;

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

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires and includes both the Senior School and Kimbolton Prep School;

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a

child or a person who with the School's written consent replaces a person who has signed the Acceptance Form.

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

- (b) The Acceptance Form, the Schedule of Fees, the Pupil Code of Conduct, the School's Drug and Substance Abuse Policy, the Parental Concerns Procedure and these Terms and Conditions form the terms of a contract between you and Kimbolton School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

- (a) An offer of a place for your child at the School is accepted by your submitting the duly completed Acceptance Form and paying the deposit.

- (b) The deposit is not refundable if your child does not take up a place at the School (except where the School fills the vacancy created by your child's withdrawal in which case the School shall refund the deposit less its costs in administering your dealings with the School or a reasonable estimate of those costs)¹.

- (c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you shall give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the School by that time the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. Subject to the remainder of this clause 2(c), if such notice is received on or after that date, a term's fees shall be payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start and the School shall credit the deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take into account of any scholarship or bursary awarded to you.

- (d) The deposit will form part of the general funds of the School until the final payment of the fees or other sums due to the School on your child's leaving has been paid. The deposit (without interest) is then repayable to you if you so request in writing. In the absence of a written request for repayment received by the School within 56 days of the final payment referred to above, the deposit will be transferred to the School's Bursary Fund.

¹ 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

3. School Fees

- (a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.
- (b) Any extra-curricular activities such as music lessons, trips and visits in which you agree in advance your child can attend will be charged as *extras*. In particular any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as an extra.
- (c) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any extras. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and extras due.

Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent.

If your child has been awarded a scholarship/bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If, within 14 days following the withdrawal of a scholarship or bursary, a child is withdrawn from the School, no fees in lieu of notice will be payable.

- (d) The School may agree, in writing, with the parents to look to a third party for payment of the fees or any part of them. However, any agreement with a third party to pay the fees or any other sum due to the School does not release parents from any liability under these terms and conditions.
- (e) Each invoice must be paid by direct debit, in a single termly payment or in monthly direct debit instalments. Where fees are paid by direct debit the fees for each term accrue separately. In exceptional circumstances where fees are paid by cheque these must be paid in full before the first day of term.
- (f) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid. We may make an interest charge as notified in the current fee bill on late payment. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- (g) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you in advance.

- (h) Fees and any prepaid extras (including music lessons) will not be reduced as a result of absence due to illness² or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.

4. Notice Requirements

- (a) If you wish to withdraw (or anticipate that you may need to withdraw) your child from the School (other than at the normal leaving date), you shall either give a term's notice (or Provisional Notice, as the case may be) to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term if a term's notice had been given.
- (b) If you wish to change your child's place at the School from a boarding to a day place (or anticipate that you may need to do so), you shall either give a term's notice (or Provisional Notice, as the case may be) to that effect or shall pay to the School the difference between the boarding and the day fees in lieu of notice.
- (c) In cases under (a) or (b) above, where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.
- (d) If you wish to withdraw your child from an activity charged for as an extra (eg music lessons, bussing etc), you shall either give a half term's notice to that effect or shall pay to the School a half term's charges for the activity in which your child has ceased to participate.
- (e) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.
- (f) The School shall be entitled to treat Provisional Notice as actual notice of your wishes if, by the end of the term preceding the term in which the anticipated change was to take effect, you have not indicated in writing your desire to withdraw such Provisional Notice.

5. Pupil Code of Conduct

- (a) It is a condition of remaining at the School that your child complies with the Pupil Code of Conduct as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) The School may undertake drugs testing of pupils in accordance with its Drugs Policy. The Drugs Policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email

² Separate illness insurance is available, details of which are sent regularly to parents

communication and internet use for the purpose of ensuring compliance with the Pupil Code of Conduct.

6. Disciplinary Procedures

- (a) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- (b) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of you or either of you is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) Should the Head exercise his/her right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or extra charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.
- (d) Pupil suspension, and the ultimate sanction of expulsion, are punishments which are not taken lightly. Pupils are expected to adhere to the Pupil Code of Conduct (published termly in the School Calendar) and transgressions are punished with increasing severity depending upon circumstances. Suspension and expulsion can be imposed for frequent incidences of poor behaviour, especially if this impinges adversely on the learning of others, or such sanctions can be the result of a one-off offence. The School's Drugs and Substance Abuse Policy, available on the website, clearly explains the School's stance on this matter.
- (e) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. The review of serious disciplinary matters is governed by the Parental Concerns Procedure.

7. The School's Obligations

- (a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her schooling. However, the School shall not be obliged to permit your child to enter the Senior School or to the Sixth Form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances.
- (b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in sports or other activities organised by the School.
- (c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate

support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; providing cooperation and assistance to the School to ensure that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

- (d) In accordance with the law, we will not subject your child to corporal punishment. Parents give consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to a pupil in distress or to maintain safety and good order or in connection with the pupil's health. Unless you notify us to the contrary, you consent to your child participating with fellow pupils or with pupils from other schools both "at home" or "away", under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (e) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion).
- (f) Our prospectuses describe the broad principles on which the School is presently run and gives an indication of our history, ethos and the curriculum taught. From time to time it may be necessary to make changes to any aspect of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises), and we reserve the right to do so. Although believed to be correct at the time of printing, the prospectus is not part of any agreement between the parents and the School. Parents wishing to place specific reliance on a matter contained within the prospectus should seek written confirmation of that matter before entering this agreement.

- (g) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.
- (h) Religious observance at the School shall be conducted in accordance with the Christian Faith.

8. The Parents' Obligations

- (a) You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or

by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. In such circumstances we shall endeavour to continue providing education to your child remotely during such a period (including, for example, by sending you/your child work assignments electronically).

- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (c) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.
- (d) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (e) We cannot accept any responsibility for the welfare of your child while off the School premises unless he is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- (f) 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.

9. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at School or for the payment of fees due to absence of your child or closure of the School premises. Your child is included in an obligatory personal accident insurance scheme, the charge for which is a compulsory extra.

10. Confidentiality and References

- (a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- (b) You consent to us making use of information relating to your child whilst he/she is at the School (including photographs and video recordings) and after he/she has left for the purposes of promoting the School to prospective pupils through our prospectus, website and other promotional material, managing relationships between the School and current pupils, providing references and communicating with the body of former pupils. The School will process personal data about you and your child in accordance with the Data Protection Act 1998 and the School's Data Protection Policy.
- (c) In exercising its statutory responsibilities in respect of child protection, the School may pass on information to

the appropriate authority if it is concerned about the welfare of a pupil.

11. Intellectual Property Rights

We shall recognise any intellectual property rights vested in your child.

12. Changes in Ownership etc

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all parents in relation to such changes.

13. Cancellation

- (a) The School shall be entitled to cancel this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this or any similar agreement with the School and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied. For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to cancel this agreement: (i) failure to pay any fees or extras on time on more than two occasions; (ii) you (as opposed to your child) acting in such a way as to give the Head cause to expel your child under Clause 6(b) of this agreement; and (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this agreement (including the School Code of Conduct).
 - (b) Either party may cancel this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
 - (c) For the avoidance of doubt, this agreement shall end at the end of your child's schooling.
- #### **14. Force Majeure (ie, circumstances beyond our control)**
- (a) In this agreement "force majeure" shall mean any cause beyond a party's control (including 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, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
 - (b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no

liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

- (c) Subject to Clause 14(b) if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying fees in lieu..
- (d) Subject to Clause 3(g), in the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of his or her severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:
1. you shall, in consultation and cooperation with the School, use reasonable endeavours to:
 - a). mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provisions of education by the School, including for example participating remotely); and
 - b). resume the performance of the obligations as soon as reasonably possible;
 2. in circumstances where, following the efforts made and steps taken under Clause 14(d)1, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure;
 3. in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of

provision of education by the School for more than six months you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's fees in lieu.

15. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Acceptance Form as having been made to both or all such persons. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

16. Interpretation

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

17. Jurisdiction and Governing Law

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

18. Variations

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications before the modifications are to take effect.