

PARENT CONTRACT

(As amended March 2018 – To take effect from 1st September 2018)

Please read this Contract carefully as it informs you who we are and how and on what basis the School will provide educational services.

If you think that there is a mistake, or if anything is unclear, then please contact the Clerk to the Governors to discuss.

1. Definitions

- (a) In this Parent Contract (and in the School's Acceptance Form) some words and phrases have particular meanings and have to be defined. Such defined terms are set out here:

"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, referred to as the deposit in the Acceptance Form, and is set out in the Schedule of Fees;

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

"Fees in Advance" (FIA) means the supplemental terms and conditions relating to the School's Fees in Advance Scheme.

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

"Parental Complaints Procedure" is the School's procedure for handling complaints 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 on the School website and is otherwise available from the School upon 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.

"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;

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

"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;

"contract" means this contract as amended from time to time. This document comes into force from the date the Acceptance Form is signed;

"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" will 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) We are Kimbolton School, a Charitable Company Limited by Guarantee registered in England and Wales. Our company registration number is 4726427, charity number 1098586, VAT number 121-2365-19. The registered office is at Kimbolton School, Kimbolton, Huntingdon, Cambs, PE28 0EA
- (c) The Acceptance Form, the Schedule of Fees, the Pupil Code of Conduct, the School's Drug and Substance Abuse Policy, the Parental Complaints Procedure, the FIA terms and conditions and this Contract 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. A different deposit is due for those entering the School from outside the United Kingdom.
- (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 will 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

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

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 will be payable and will become due and owing to the School as a debt. The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start and the School will credit the deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the School will be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees will 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) may then be repayable to you if you so request in writing. In the absence of a written request for repayment received by the School within 28 days of the final payment referred to above, the deposit will be transferred to the School's Bursary Fund.

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, will be met by the fees unless otherwise notified by the School.

- (b) Any extra-curricular activities such as music lessons, Academic Support, trips and visits in which you agree in advance your child can attend will be charged as *extras*.

- (c) (i) Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and extras due are paid to the School. . This is because our contract applies to both of you together and/or each of you on your own.

(ii) Each of you remains liable to the School for all the fees and extras due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look to any other person for payment of the fees and/or extras. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and extras owing to the School are paid. In practice, this means that if the fees or extras have not been paid to the School then, in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.

(iii) A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice but that person **must** obtain the prior written consent of both the School and the other person who has signed the Acceptance Form.

(iv) 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 will 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. This will give you enough time to decide whether you want to continue to educate your child at the School.

- (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 this contract.

- (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) The School reserves the right to refuse to allow your child to attend the School or to withhold any references while fees and/or extras remain unpaid or there is a persistent default in relation to the payment of fees and/or extras.

- (g) We will make a charge of £50 for any failed direct debit payment.

- (h) We will make an interest charge of 2% per month on any late payments. Unless otherwise notified to you in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay the School the interest together with the overdue amount.

- (i) If we reasonably and properly incur any costs (including legal and third party collection costs, and in any event being such costs that would be allowable by the courts if judgment was made in the School's favour) in recovering or attempting to recover fees or any extra charges from you (or either of you) that have not been paid in accordance with the terms of this contract, then you will be responsible for paying such costs in addition to the fees and/or extras (as the case may be) and any interest applied to such amount(s).

- (j) Methods used by the School to recover debt may include: use of third party debt recovery agencies, County Court Judgements, Statutory Demands (issued in accordance with the Insolvency Act 1986), charge on property, attachment to earnings and enforced bankruptcy.

- (k) We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or extras.

- (l) 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. If we give you notice of an increase in fees, which exceeds the annual RPI by 5% points or more, you will be entitled to withdraw your child before the start of the following term **provided that** you give the School notice in writing of the withdrawal within twenty-one (21) days from the date when notice of the increase in fees was given.

- (m) Any increases levied by Central or local Government, such as VAT, loss of Charitable Business Rates relief, will be passed onto to the fee payer.
- (n) 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.
- (o) Without limiting the effect of the earlier provisions of this Clause 3, where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (such that you have made a capital payment in respect of all or part of the fees due under this contract) the School will administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions PROVIDED THAT you will meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and extras due in respect of your child each term under this contract. For the avoidance of doubt, the School will provide a termly statement of account in respect of the fees and extras and the difference will be payable in accordance with the terms of this contract.

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 must either give us 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 of provision 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 must either give a term's notice (or Provisional Notice, as the case may be) to that effect or 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 will either give a half term's notice to that effect or 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 ceasing to participate in an activity partway through a term.
- (f) The School will 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 will 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 (and Substance Abuse) Policy (available on the School Website) has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media. We do this for various reasons, including compliance with the Code of Conduct or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate or good practice requirements.

6. Disciplinary Procedures

- (a) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, exclude 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. The Head may decide that suspension or exclusion 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. All aspects of your child's record at the School may be taken into account.
- (b) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, exclude 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; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract;
- (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) Instead of suspension or exclusion the Head may in his or her discretion require you to remove your child from the School if the Head considers that: your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children. If this happens fees in lieu of notice will not be payable and any prepaid fees and/or extras for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.

² Separate illness insurance is available, details of which are sent regularly to parents. See also Paragraph 9.

(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 Complaints Procedure.

(f) You acknowledge that any review of disciplinary matters or decisions taken by the School and/or Head under this Clause 6 will be governed by the Complaints Procedure.

7. The School's Obligations

(a) Subject to this contract, 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 will 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. The School may make a decision as to whether your child may join the Sixth Form after the results of GCSE (or equivalent examinations) are known, and may make entry to the Sixth Form conditional upon the results of such examinations.

(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. **We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a School activity or otherwise under the supervision of a member of School staff.** The School shall adhere to and comply with the National Minimum Standards for Boarding Schools (applicable from time to time) published under the Children Act 1989 (as amended or superseded).

(c) 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.

(d) 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 try to obtain your prior consent. However, should we be unable to contact you we will make the decision on your behalf if, for example, consent be required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).

(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 will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required notice of withdrawal to the School under Clause 4(a) above.

(h) We will monitor your child's progress at the School and produce regular written reports. We will 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.

(i) Religious observance at the School will be conducted in accordance with the Christian Faith.

8. The Parents' Obligations

(a) In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and the School staff need your co-operation, in particular by you fulfilling your own obligations under this contract.

(b) You must co-operate with the School and School staff in good faith, including by:

(i) maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract);

(ii) encouraging your child in his or her studies, and giving appropriate support at home;

(iii) keeping the School up-to-date and informed of matters which affect (or may affect) your child (including circumstances which arise at any time that affect (or may affect) your ability to pay the fees and extras for your child) and ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;

(iv) providing cooperation and assistance to the School so that your child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and

(v) attending meetings and otherwise keeping in touch with the School where your child's interests so require.

(vi) ensuring that all the details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not

misleading and that relevant details and information (or changes to it) are not withheld;

- (c) It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School (and provide, whether upon further request by the School or otherwise, any reports or other materials relevant to the same) of any health or medical condition, special educational need(s), 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. Where it is considered appropriate in such circumstances we will endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- (d) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child. You also undertake to inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or that somehow relates to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child, including any which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or extras. In any such circumstances you will (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).
- (e) You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, subject only to Clause 8(f) below, you (and each of you) accept that the School is entitled to treat:
- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- (ii) any communication from the School to one of you as having been given to both of you.
- (f) A notice of withdrawal of your child served under this contract (ie, under any of Clauses 2(c), or 4 must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School will be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).
- (g) 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. If at any time during your child's time at the School you will not be in the United Kingdom at any time or you (or either of you) will otherwise be absent for a period of longer than three (3) consecutive

school days then you must inform the School in writing and provide the details reasonably required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

- (h) 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 School's Complaints Procedure.

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. Personal Information: References, Confidentiality and Data Protection

- (a) We may supply 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 will 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) We will need to use information relating to your child, and to you, for certain purposes connected to the running of the School. This will include name, contact details, banking information, school records, photographs and video recordings both whilst your child is at School and after he or she has left for the purposes of:

(i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;

(ii) promoting the School to prospective pupils/parents;

(iii) publicising the School's activities; and

(iv) communicating with the School community and the body of former pupils.

In respect of (ii), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium), the School's website(s) and (where appropriate) the School's social media channels.

- (c) You undertake to: (i) confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) you and/or your child that is held by the School; and (ii) in any event, inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

- (d) In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the *United Kingdom Visas and Immigration* (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not)
 - (e) You acknowledge and agree that those persons who have parental responsibility for your child are entitled to receive relevant information about the child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School will therefore disclose such information as a matter of routine to such persons 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 Data Protection Act 1998 (as amended or superseded)).
 - (f) The School will process personal data about you and your child in accordance with the Data Protection Act 2018 (as amended or superseded) including from 25 May 2018 the General Data Protection Regulation and other related legislation.
 - (g) We shall process such personal data: (i) as set out in this clause 10 and in the School's *Data Protection Privacy Notice* (available on the website), (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.
 - (h) 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.
- (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 exclude your child under Clause 6(b) of this agreement;
 - (iii) any other circumstance where your child is expelled excluded from the School in accordance with the terms of this agreement (including the School Code of Conduct) and
 - (iv) a serious misrepresentation of facts or circumstances or withholding of information about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not).
- (b) (i) The School may at any time cancel this contract forthwith by notice in writing (without prejudice to any of its other remedies) if you (or either of you): are unable, following our reasonable request, to demonstrate that you will be able to pay the fees and extras as they fall due under this contract; are otherwise unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; or enter into an individual voluntary arrangement.
 - (ii) You may at any time cancel this contract forthwith by notice in writing (without prejudice to any of your other remedies) if the School 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 will end at the end of your child's schooling. Once ended 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.

11. Intellectual Property Rights

We shall recognise any intellectual property rights created, generated, owned by or 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. Ending this Contract

- (a) 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 to you, if you are in material breach of any of your obligations under 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:

14. Events outside of our, or your, control

- (a) We mean any event beyond either our/your 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). In the remainder of this clause we shall refer to these as an "event".
- (b) If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations, which are prevented or delayed by, and during the continuance of, the event. To the extent it is reasonably practicable in the circumstances the School will endeavour during the continuance of the event to

continue 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 an event 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 caused by an event you shall give the School notice in writing of such circumstances and the following provisions will apply:

1. , in consultation and cooperation with the School, use reasonable endeavours to:

a). mitigate the effect of the event 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 will 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 will discuss with the School a solution by which this agreement may be performed and, following such discussions, you will 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 this contract 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 will 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 this contract must be addressed to the Head and sent to the School's address. If sent by first class post, notice will be deemed to have been given on the second day after posting.

16. Interpretation

Headings in this contract are for ease of understanding only and do not form part of this contract.

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 to the Contract

We reserve the right to change or add to this contract 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.

END