

**TERMS AND CONDITIONS
PARENT CONTRACT**

(As amended January 2021 – To take effect from 1st September 2021)

This is the Contract (terms and conditions) on which we provide educational services.

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

In this Contract you will see some parts in bold. This is to draw provisions to your specific attention because they are important to the good management and operation of the School and our provision of 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;

"contract" has the meaning given in Clause 1(c) below and is the contract as amended from time to time. This document comes into force from the date the Acceptance Form is signed;

"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. It is not intended to form part of the contract between you and 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. If, for example a term's notice is required to withdraw your child from an extra-curricular activity with effect from the start of the summer term then a term's notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the spring term immediately before.

"Terms and Conditions" means these terms and conditions as may be 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 holder of parental responsibility for the child, or a person who with the School's written consent replaces a person who has signed the Acceptance Form.

In these terms and conditions we sometimes provide illustrative examples to try to provide you with a better understanding of what we are referring to. We do this by using the words **"for example"**, **"including"** or **"includes"**. When we use these words, it means that the examples given are not 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 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 only 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) Unless set out in the Schedule of Fees or notified to you at any time, 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*. In addition, some public examination fees may be charged as *extras*.
- (c) All of the fees and extras are exclusive of any taxes and levies, which will be added where applicable.
- (d) (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. The only exception to this is set out in 3(d)iii below.

(iii) A person who has signed the Acceptance 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 the other person who has signed the Acceptance Form before submitting such notice. Otherwise, each of you remains liable as outlined in 3(d)ii above **UNLESS AND UNTIL** the School (without obligation to do so) has expressly agreed in writing with each of you to look exclusively to any other person for payment of fees and extras.

(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. **We may not allow your child to attend School if you do not pay on time.**
- (f) The School reserves the right to refuse to allow your child to attend the School, withhold any references or withdraw sponsorship of your child's Tier 4 student visa 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.

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

- (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, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations or a term is shorter than others (or shortened), 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.

- (p) From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:
 - (i) Your identity
 - (ii) Your child's identity
 - (iii) Your child's right to enter, live and study in the UK
 - (iv) The source of funds you are using to pay the fees.
 You must provide the School with the information and documentation that we ask for.
- (q) 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 made in respect of one child to the unpaid account of any other child of yours at the School.

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) It is not possible for you to reduce the amount of fees, or extras due, or to obtain a refund of fees or extras, by withdrawing your child or by your child ceasing to participate in an activity part-way 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

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

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 and messaging communication, internet use and Wi-Fi use, and use of social media. We may 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.
- (e) This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.
- (f) You are entitled to have any decisions taken by the School and/or Head to suspend, exclude or require the removal of your child under this Clause 6 reviewed. Any such review shall 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. **However, except where the School agrees otherwise in writing and even where the School has imposed conditions on entry into the Senior School/Sixth Form, if you wish to withdraw your child prior to entering your child prior to the Senior School/Sixth Form, Clause 4(a) applies and you will need to give us a term's written notice or pay us a term's fees in lieu of notice.**
- (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 website and prospectus 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 publication, the website and prospectus are 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 and including in the tone, content, volume and/or nature of your communications with the School);
 - (ii) encouraging your child in his or her studies, and giving appropriate support at home (including where teaching is carried out remotely);
 - (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);
 - (iv) 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;
 - (v) 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
 - (vi) attending meetings (remotely, or in person) and otherwise keeping in touch with the School where your child's interests so require.

- (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 and agree to an examination (if deemed necessary by the School at any time) of your Child by the School's Medical Officer.** 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 or injuries that may prevent your Child from taking a full part in the School's academic and sports curriculum and outdoor activities. You must, as soon as possible, disclose to the School in confidence, any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family, any disability, special educational need or any behavioural, emotional or social difficulty on the part of the Pupil, any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety. The Pupil, if of sufficient age, competence, and maturity, is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this might result in us exercising our right to end this contract under Clause 13 below.**

- (d) 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). A phased return to School after such an event may be required.
- (e) In the event of a mental health issue you will allow the School to carry out a mental health risk assessment to assess the risks both for your child and for the safety of others. If, as a result of the risk assessment, your child is required to stay at home the conditions in (d) above shall apply.
- (f) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child including for their education or welfare.
- (g) You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or 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. This would include any court order or undertaking given to a court 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; and/or
 - (iv) your exercise of parental responsibility in respect of your child. 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) having obtained the permission of the court if necessary.

- (h) **For those parents living overseas.** It is a condition of your child's joining and remaining at the School that you complete and submit to the School a parental absence form for your child. Amongst other things this form will nominate a 'responsible adult' (or guardian) for your child who will be delegated the authority by you to make decisions relating to your child including where the School is not able to contact you. The child must be able to stay at the premises of the 'responsible adult' in cases where the child is ill or otherwise unable to be in School for whatever reason.
- (i) 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(i) 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.
- (j) 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).
- (k) The School 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 (see Clause 8(g) above).
- (l) 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 or, where applicable to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given 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 to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and
- (ii) promoting the School to prospective pupils/parents publicising the School's activities and communicating with the School community and the body of former pupils.
- In respect of (ii), 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 are required to update us on changes of information held, or in circumstances relating to you and/or your child. 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 data protection law).

- (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. 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.

- (g) 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 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:

(i) failure to pay any fees or extras on time and you still do not make payment within 14 days of us reminding you that such payment is due;

(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) 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.

- (c) 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.

- (d) 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.

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

14. Events outside of our, or your, control

- (a) 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) If the School is wholly and completely prevented from performance of all 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(n), 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:

(i) in consultation and cooperation with the School, use reasonable endeavours to 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 resume the performance of the obligations as soon as reasonably possible;

(ii) in circumstances where, following the efforts made and steps taken under Clause 14(d)(i), 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 event;

(iii) if the event continues 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 (whether at School or remotely) 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 (or to the email 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.

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

(a) The contract between you and the School is governed by English Law and either of you or the School may bring legal proceedings in respect of this contract in the English courts.

(b) If we choose not to enforce part or 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.

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 prior to the end of the penultimate term before the modifications are to take effect.

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