

Mayfield Preparatory School

Terms and Conditions

A INTRODUCTION.

1. These Terms and Conditions form the basis of a legal agreement between the parents of pupils who have accepted the offer of a place and the Mayfield Preparatory School ("the School") for the provision of educational services at the School. They are intended to promote the education and welfare of each pupil. They may be subject to reasonable change from time to time and notice will be given to parents. The rules concerning Fees and Notices are of particular importance and are set out in Sections I and H.
2. Please read these terms carefully before accepting a place at the School for your child. These terms tell you who we are and the basis on which the School will provide educational services. If you think that there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, please contact Mr Richard Smallwood. His details can be found at section B1 below.
3. Documents are referred to both in these Terms and Conditions and also in the Acceptance Form. Although those documents do not form part of the legal agreement between the School and the pupils and parents, they are readily available from the School.
4. The School is a co-educational independent school for pupils from ages 2 to 11. It is an established member of the Queen Mary's Schools' Foundation ("the Foundation"), which is a registered charity under charity number 1175360, registered with the Charity Commission. The other schools in the Foundation are The Queen Mary's High School and The Queen Mary's Grammar School. They are both selective schools that set their own entrance examination. Both The Queen Mary's High School and The Queen Mary's Grammar School form part of the Mercian Trust of Schools. There is no automatic entitlement to a place at either of the The Queen Mary's High School or The Queen Mary's Grammar School if a pupil attends the School.
5. The School aims to provide a safe and caring environment and ensure the welfare, health and safety of its pupils. Parents should be aware, however, that where it appears to a member of the School staff that a child may have been abused, the School is under a legal requirement under its local child protection procedures to report its concern immediately to the Social Care Department for the area where the child lives.

B TERMINOLOGY.

1. In these Terms and Conditions some words and phrases have particular meanings, which are set out below:

Acceptance Form: this is the form that is signed by the Parents to accept the offer of a place at the School, and which when signed becomes a binding ~~contract~~ agreement which is governed by these Terms and Conditions.

the Bursar: is presently Mr. Richard Smallwood, of Wallace Crooke, 20 Birmingham Road, Walsall WS1 2LT. His telephone number is 01922 612309. He is responsible for the financial management of the School.

Clerk to the Governors: is presently Mr. David Milne, whose address is Wallace Crooke, 20 Birmingham Road, Walsall, WS1 2LT and telephone number is 07932 117198.

Deposit: means the amount set out in section C clause 3 below.

Fees: the termly fees payable by the Parents.

Governing Body: the board of governors who are appointed from time to time under the terms of the governing instrument and who are responsible for the governance of the School, for setting the Fees and for the continued development of the School.

Headteacher: means the individual appointed by the Governing Body who is responsible for the day to day running of the School, including anyone to whom such duties have been delegated.

"Parents"/"You": means any person who has signed an Acceptance Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, jointly and individually, for complying with their obligations under these Terms and Conditions. Those who have parental responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a Court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare of the child.

pupil: means a child of whatever age admitted to the School to be educated.

Term: means the period between and including the first and last days of the relevant School term.

C ADMISSION AND ENTRY TO THE SCHOOL.

1. Following an initial enquiry, a child's name is entered on the enquiry register and a letter of confirmation is sent to Parents. Priority is given to siblings of pupils already in the School. When a place is available in the Early Years Foundation Stage (pre-nursery nursery and reception) the child and Parents will be invited to an interview with the Headteacher. A place may be offered, based on observing the child interacting with pupils of the appropriate academic year, references from the candidate's previous school/nursery (if applicable) and a satisfactory meeting with the Headteacher. When a place is available in Key Stage 1 and Key Stage 2 (Year 1 to Year 6) the child would be required to attend for a trial day during which English, Mathematic assessments will be made. The day will be spent with pupils of the appropriate academic year. Parents of the child will be invited to an appointment with the Headteacher. A place may be offered, subject to satisfactory performance in the assessment, references from the candidate's previous school/nursery (if applicable) (and which may include a satisfactory reference about payment of any fees) and a satisfactory meeting with the Headteacher. Candidates who are unsuccessful in obtaining a place can be placed onto a waiting list if they indicate that they wish to do so.
2. *Equal Treatment:* Our aim is to encourage applications from candidates with as diverse a range of backgrounds as possible. This enriches our community and is vital in preparing our pupils for today's world. The School is committed to equal treatment for all, regardless of race, gender, ethnicity, religion, sexual orientation or social background. The School

welcomes pupils with special education needs, provided that we can offer them the support that the pupil requires. At present our physical facilities for the disabled are limited but the School will do all that is reasonable to ensure that the School's culture, policies and procedures are made available to children who have disabilities to comply with our legal and moral responsibilities under the Equality Act 2010. We will discuss thoroughly with Parents and their medical advisers the adjustments that can reasonably be made for the child if he/she becomes a pupil at the School.

3. *Offer of a Place and Deposit:* When an offer of a place is made, Parents are requested to complete an Application Form. The School has experienced some difficulties with Parents who accept a place, but then do not enter their child at the School. The resulting work to contact Parents who are on the waiting list (often at short notice) is time-consuming and inconvenient. As a result, the Governing Body has decided that the arrangements for a Deposit will be as follows:
 - a. A total of £250 will be due to the School and is payable at the time the offer of a place is accepted;
 - b. If the child does not attend the School and the place cannot be allocated to another candidate, the Deposit will be non-refundable and will serve to compensate the School for the administrative costs incurred; and
 - c. Withdrawals upon notice or for exceptional reasons will be considered by the Governing Body, which shall have the right to refund some or all of the Deposit as they feel is appropriate.
4. *Fluency in English:* In order to cope with the high academic and social demands of the School, pupils must be fluent English speakers. Extra support in English as an Additional Language (EAL) may be arranged at the Parents' expense.
5. *Toilet training:* Young children admitted should where possible be toilet trained.

D ETHOS.

The School has a happy, caring, family atmosphere incorporating the traditional values of respect and courtesy. Whilst respecting the beliefs of others in our community, the School is based on Christian principles.

E PASTORAL CARE.

1. *The School's commitment:* Pastoral care is a thread that runs throughout all aspects of life at the School, and is aimed towards the happiness, success, safety and welfare of each pupil and the integrity of the School community. We will do all that is reasonable to safeguard and promote your child's welfare and provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's human rights and freedoms, though these must be balanced with the lawful needs and rules for our School community and the rights and freedoms of others.
2. *Complaints:* Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action must be notified to the School as soon as practicable. A copy of the School's complaints procedure can be supplied on request.

3. *The Headteacher's Authority:* The Parents authorise the Headteacher to take and/or authorise in good faith all decisions which the Headteacher considers on proper grounds will safeguard and promote the pupil's welfare.
4. *Pupil's rights:* Your child, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his or her Parents. If any conflict of interest arises between the Parents and pupil, the rights of, and duties owed to, the pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.
5. *Physical Contact:* Whilst it is accepted that physical punishment is not permitted, Parents give their consent to such physical contact as may accord with good practice, as may be appropriate and proper for teaching and instruction, for providing comfort to a pupil in distress, to maintain safety and good order, or in connection with the pupil's health and welfare. Parents also consent to their child participating in contact and non-contact sports and other activities as part of the normal School and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated. Parents must as soon as possible disclose to the School in confidence any known medical condition, health problem or allergy affecting the pupil, any history of a learning difficulty on the part of the pupil or any member of his/her immediate family, or any family circumstances or Court order which might affect the pupil's welfare or happiness, or any concerns about the pupil's safety, or any change in the financial circumstances of Parents.
6. *Confidentiality:* The Parents authorise the Headteacher to override their own and (so far as they are entitled to do so) the pupil's rights of confidentiality, and to impart confidential information on a "need to know" basis where necessary to safeguard or promote the pupil's welfare or to avert a perceived risk of serious harm to the pupil or to another person of the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the pupil may have. The School also reserves the right to monitor pupils' e-mail communications and internet use within the School.
7. *Special Precautions:* The Headteacher needs to be aware of any matters that are relevant to the pupil's safety and security. The Headteacher must therefore be notified in writing immediately of any court orders or situations of risk in relation to the pupil for whom any special safety precautions may be needed. The Parents may be excluded from School premises if the Headteacher, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or any other member of the School community.
8. *Disclosures:* The Parents must, as soon as possible, disclose to the School in confidence:
 - a. Any known medical condition, health problem or allergy affecting the pupil;
 - b. Any history of a learning difficulty on the part of the pupil or any member of his/her immediate family;
 - c. Any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the pupil;
 - d. Any family circumstances or court order which might affect the pupil's welfare or happiness;
 - e. Any concerns about the pupil's safety;
 - f. Any significant change in the financial circumstances of the Parents;

- g. If it is intended that the pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.
9. *Communication with Parents:* With the exception of communication regarding cancellation, withdrawal and notice of withdrawal, the School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person.
10. *Leaving School Premises:* The School will do all that is reasonable to ensure that the pupil remains in the care of the School during School hours but does not accept responsibility for the pupil if they leave the School premises in breach of School rules or regulations. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours.
11. *Photographs:* It is the custom and practice of most independent schools, and of this School, to include some photographs or images of pupils in the School's promotional material such as press releases, brochures and the website. We would not disclose the name or home address of the child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Headteacher notifying them of the same and requesting an acknowledgement of their letter.
12. *Transport:* The Parents consent to the pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
13. *Pupil's Personal Property:* Pupils are responsible for the security and safe use of all of their personal property including money, watches, computers, musical instruments, mobile phones and sports equipment, and for property lent to them by the School. The Parents must be responsible for insurance of the personal property while at School or on the way to or from School or on any School-sponsored activities away from School premises.
14. *Liability:* Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the pupil or Parents or for the loss or damage to property.
15. *Emergency Medical Treatment:* Parents authorise the Headteacher to consent on behalf of the Parents to the pupil receiving emergency medical treatment (including blood transfusions) within the United Kingdom, including general anaesthetic and operations under the National Health Services or at a private hospital where certified by an appropriately qualified person necessary for the pupil's welfare and if the Parents cannot be contacted in time. The Headteacher may at any time require a medical opinion or certificate as to the pupil's general health where the Headteacher considers that necessary as a matter of professional judgment in the interests of the child and/or the School.

F EDUCATIONAL MATTERS.

1. *Organisation of the curriculum:* The School reserves the right to organise the curriculum and its delivery in a way which, in the professional judgment of the Headteacher, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the

mixture of abilities and aptitudes amongst the pupils. Parents who have specific requirements or concerns about any aspect of education or progress should contact the Headteacher or a senior member of the School.

2. *Provision of education:* The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing educational services for pupils but cannot guarantee that pupils will achieve their desired examination results or that results will be sufficient to gain entry to other educational establishments.
3. *School Trips:* A variety of school trips may be provided for your child while a pupil here. The cost of certain School trips will be charged as an additional cost. Such trips will be notified to you in advance, and the cost will be payable in advance. The pupil is subject to School discipline in all matters while engaged on a School trip. Any additional cost or special measures (such as medical costs, taxis, air fares or professional advice) necessary to protect the pupil's safety and welfare or to respond to breaches of discipline, will be added to the bill. The School reserves the right to prevent a pupil from taking part in an educational visit while overdue Fees remain unpaid or where the School has concerns about the individual pupil's academic progress or behaviour.
4. *Sports and other Club Commitments:* Subject to any agreement to the contrary exercised at the Headteacher's sole discretion, Parents will ensure that a pupil's participation in School sports or events takes precedence over commitments to sports and other clubs outside the School.
5. *Reports and references:* The School monitors the progress of each pupil and reports regularly to the Parents by means of grades, full written reports and parents' meetings. Information supplied to the Parents and others concerning the progress and character of pupils, and about examinations, further education and career prospects. The School reserves the right to provide accurate references about pupils and Parents (including any details about Fees) to any other school or college to which a pupil has applied or is proposing to apply. Any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
6. *Public examinations:* The Headteacher may, after consultation with the Parents and pupil, decline to enter the pupil's name for a public examination if, in the exercise of their professional judgement, the Headteacher considers that by doing so the pupil's prospects in other examinations would be impaired and/or if the pupil has not prepared for the examination with sufficient diligence.
7. *Personal, social, health and economic education:* As part of the PSD (Personal and Social Development) and pervading the whole curriculum and School life, pupils are encouraged to be independent and responsible members of the School community, be positive and active members of a democratic society, develop self-confidence and self-esteem and make informed choices regarding personal and social issues, make the most of their abilities, develop a healthy lifestyle, be aware of safety issues, develop good relationships with other members of the School and the wider community, respect others regardless of race, gender or disabilities, and respect religious and cultural diversity. From entry into School, pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time, unless the Parents have given formal notice in writing that

they do not wish the pupil to take part in this aspect of the curriculum. Older pupils will also learn in gender-specific classes about the physical changes that occur as they reach puberty and become young adults. Pupils will be encouraged to learn about important issues within the School, the local area and the outside world, including news, current affairs, the environment and finance, in order to prepare them for their future.

8. *Learning difficulties:* The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The School staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties. The screening tests available to schools are indicative only but they are not infallible. Parents will be notified if a screening test indicates that the pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves. The Parents shall notify the Headteacher when completing the School's Confidential Information Form and subsequently in writing if at any time they are aware or suspect that the pupil has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The pupil's place will be cancelled, or, once the pupil has started, Parents will be asked to withdraw the pupil, without further charge, if in the professional judgement of the Headteacher and after consultation with the Parents and with the pupil (where appropriate), the School is unable to provide adequately for the pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.
9. *Intellectual property:* Where the pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the School may use that work for the purpose of promoting its interests, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet or public website. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the pupil, to the School retaining the pupil's original work until, in the professional judgement of the Headteacher, it is appropriate to release the work to the pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. This does not prejudice the pupil's or the Parents' right to access their personal data under data protection law. We will take reasonable care to preserve the pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the pupil by factors outside the direct control of the Headteacher or staff.

G BEHAVIOUR AND DISCIPLINE.

1. *School regime:* The School has a discipline and exclusion policy and Parents are specifically invited to consider this so as to make themselves familiar with the School's expectations and the rewards and sanctions available, including the risk of suspension or permanent exclusion.
2. *Conduct and Attendance:* We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the pupil will take a full part in the activities of the School, will attend School each day, be punctual, will work hard, will be well behaved and will comply with the School regulations and code of conduct about the wearing of uniform and general appearance.
3. *School Discipline:* Parents confirm that they accept the authority of the Headteacher and any other members of the staff on the Headteacher's behalf to take all reasonable

disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and the School community as a whole. The School's disciplinary policy which is current at the time applies to all pupils when they are on School premises, or in the care of the School or wearing School uniform on the way to or from School, or otherwise representing or associating with the School. The policy shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.

4. *Procedural fairness:* Investigations into a complaint which could lead to expulsion, removal or withdrawal of the pupil in any of the circumstances contained within the discipline and exclusion policy or as outlined below will be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or educational guardian so that they can attend a meeting with the Headteacher before a decision is taken in such a case. In the absence of a parental educational guardian, the pupil will be assisted by an adult (usually a teacher) of his/her choice.
5. *Investigative action:* An allegation, complaint or rumour of misconduct will be investigated. The pupil may be questioned, and their belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the pupil's rights and freedoms. Parents will be informed as soon as reasonably practicable after it becomes clear that the pupil may face formal disciplinary action, unless the School is prevented from doing so by the police if they are involved.
6. *Divulging Information:* Except as required by law, the School and its staff should not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint of which the Headteacher has acquired during an investigation.
7. *Sanctions:* The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, Gating or Suspension, or Removal or Permanent exclusion. The definitions in this clause apply in these Terms and Conditions:
 - a. *Permanent exclusion:* means that the pupil is required to leave the School permanently.
 - b. *Gating:* means that the pupil is confined to the School premises for a limited period of time but without further disciplinary consequences.
 - c. *Removal:* means that the permanent removal of the pupil from the School is required.
 - d. *Suspension:* means that the pupil is sent or released home for a limited period as either a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.
 - e. *Withdrawal:* has the meaning set out in clause H9.
8. *Permanent Exclusion:* A pupil may be formally excluded permanently from the School if it is proved on the balance of probabilities that the pupil has committed a very grave breach of school discipline or a serious criminal offence. It is reserved for the most serious breaches.

The Headteacher will act with procedural fairness in all such cases. The Headteacher's decision will be subject to a review by a Pupil Discipline Committee of the Governing Body which will be convened by the Clerk to the Governors. Parents will have the right to make representations to the Pupil Discipline Committee. If a pupil is permanently excluded there will be no refund of any Fee. All arrears or Fees and any other sums due to the School will be payable.

9. *Fees following Permanent exclusion:* If the pupil is expelled, there will be no refund of the Deposit or of Fees for the current or past Terms. There will be no charge of Fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due will be payable.
10. *Removal in other circumstances:* Parents may be required, during or at the end of Term, to remove a pupil, temporarily or permanently from the School if, after consultation with the pupil and/or the Parent, the Headteacher is of the opinion that by reason of the pupil's conduct or progress, the pupil is unwilling or unable to benefit sufficiently from the educational opportunity and/or community life offered by the School, or if a Parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw a pupil as an alternative to removal being required. The Headteacher shall act with procedural fairness in such cases and shall have regard to the interest of the pupil and Parents.
11. *Fees following Removal:* If the pupil is removed or withdrawn in the circumstances described above, the provisions relating to Fees shall be as set out in clause H9, save that the Deposit, if paid, will be refunded without interest less any sums owing to the School.
12. *Leaving status:* The School reserves the right to record the leaving status of the pupil on the pupil's file immediately after Permanent exclusion, Removal or Withdrawal.
13. *Suspension:* An exclusion from School (other than a permanent exclusion) means that a pupil has been sent home for a limited period either as a disciplinary sanction or pending the outcome of an investigation. In such circumstances, the Parents have a right to have the matter reviewed by the Pupil Discipline Committee.
14. *Withdrawal of privileges:* The Headteacher may also exclude a pupil from extra-curricular activities or School trips, in which case there is no right to a review by the Governing Body.
15. *Governors' Review:* The Parents may request a review by the Governing Body of a decision to expel or require the Removal of the pupil from the School (but not a decision to suspend the pupil unless the suspension is for 11 School days or more, or would prevent the pupil taking a public examination). The Headteacher will advise the Parents of the Governors' Review procedure current at that time when they inform the Parents of their decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.
16. *Pupil's status pending Review:* If the Parents request a Governors' Review, the pupil will be suspended from School until the Review procedure has been completed. While suspended, the pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Headteacher.

17. *Complaints procedure:* A complaint which does not involve a Permanent exclusion or Removal of the pupil must be made in accordance with the School's complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

H NOTICE.

1. *Notice* means (unless the contrary is stated in these Terms and Conditions) a Term's Notice given by the Parents and addressed and actually received by the Headteacher. It is expected that Parents will consult with the Headteacher and/or the Bursar before giving notice to withdraw a pupil. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.
2. *Fees in lieu of notice* means Fees in full for the Term of Notice at the rate that would have applied had the pupil attended. One Term's Fees in lieu of Notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
3. *A Term's Notice* means notice given before the first day of a Term and expiring at the end of that Term. A Term's Notice must be given in writing if the Parents wish to cancel a place which has been accepted, or if Parents wish to withdraw a pupil. In such a case, if that notice is not given, the Term's Fees are nonetheless payable.
4. *Cancellation:* means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the pupil enters the School or where the pupil does not enter the School.
5. *Cancellation rights:* If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.
6. *Cancelling acceptance:* Cancellation of a place which has been accepted can cause long term loss to the School. The School agrees to limit the Parents' liability to a full Term's Fees, unless a Term's Notice has been given. In cases of serious illness or genuine hardship, special consideration may be given.
7. *Cancelling a place offered in the Term before entry:* If the offer of a place is made in the Term immediately prior to the Term of entry the Parents may cancel their acceptance in writing. If Parents cancel a place that has been accepted:
 - (a) more than four weeks before the start of the Term, Parents shall not incur any liability to pay any Fees and we shall refund the Deposit.
 - (b) four weeks or less before the start of the Term, Parents shall be required to pay one Term's Fees at the rate payable for the Term of entry. The School reserves the right to offset the Deposit, if paid, against the Term's Fees.

- (c) without Notice, Parents shall be required to pay one Term's Fees at the rate payable for the Term of entry. The School reserves the right to offset the Deposit, if paid, against the Term's Fees.
- 8. *Withdrawal*: means the withdrawal of the pupil from the School by the Parents or the pupil with or without Notice required under these Terms and Conditions at any time after the pupil has entered the School.
- 9. *Withdrawal by Parents*: If a pupil is withdrawn:
 - (a) on a Term's notice or less, Parents shall be required to pay the Fees in lieu of notice less the Deposit at the rate applicable to the Term in question,
 - (b) on more than a Term's notice, Parents shall not incur any liability to pay any Fees and we shall refund the Deposit.

This represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources. A Parent or duly authorised guardian should in every case consult personally with the Headteacher or through the Headteacher's authorised deputy or the Bursar before giving notice of withdrawal.

- 10. *Withdrawal by the pupil*: A pupil's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents and the provisions of H9 above will apply.
- 11. *Termination by the School*: The School may terminate this agreement on one Term's written notice sent by ordinary post or on less than one Term's notice in a case involving permanent exclusion or required removal (as described in clauses G8 and G10 above). The School will not terminate the agreement without good cause and full consultation with Parents and also the pupil (if of sufficient maturity and understanding) and would offer the Parents a chance to have the decision reviewed by the Pupil Discipline Committee if a decision was made to terminate. The Deposit, if paid, will be refunded without interest less any outstanding balance of Fees.
- 12. *Discontinuing extra tuition*: A Term's Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.

I FEES.

- 1. *Fee(s)*: Details of the current fees are contained with the prospectus and the Parent information pack which may be obtained from the School Office. These may include alone or in combination the Deposit, tuition fees, fees for extra tuition, other extras such as photographs or other items ordered by the Parents or the pupil or charges arising in respect of educational visits (Extras), or damage where the pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred.

2. *Fees increases:* Fees are reviewed annually and are subject to increase from time to time, although notice of at least one Term will be given of any variation (usually in February or March to take effect in the following September).
3. *Payment of Fees:* The Parents jointly and severally agree to pay the fees applicable to each Term directly to the School. The Fees for each Term are due and payable as cleared funds before the commencement of first day of the Term to which they relate. Fees may be paid by cheque, standing order or through electronic transfer. If one or more items on the bill are under query, the balance of the bill must be paid. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of funds.
4. *Consent:* The Parents consent to the School making enquiries of the pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the pupil is to be transferred if any Fees of this School are unpaid.
5. *Refund or waiver:* Fees will not be refunded or waived if the pupil is absent through illness, if a Term is shortened or a vacation extended, if the School is temporarily closed due to adverse weather conditions, or if pupils cannot physically attend School due to events, circumstances or causes beyond the School's reasonable control, including but not limited to covid-19 but are still receiving education remotely. Where there is a case of genuine hardship or where there is a legal liability under a Court order or under the provisions of this agreement to make a refund, the matter will be considered exceptionally by the Headteacher and the Bursar. See also section J for information about events beyond the control of the parties.
6. *Exclusion for Non-Payment:* We reserve the right to exclude a pupil while Fees are unpaid and we will give at least 3 days' written notice of the same. Exclusion on these grounds is not a disciplinary matter and the right to a review by the Governing Body will not normally arise. However, the Chair of the Governing Body has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the pupil. A pupil who has been excluded at any time when Fees are unpaid will be deemed withdrawn without notice 28 days after exclusion, in accordance with these Terms and Conditions at clause H5.
7. *Late payment:* Save where alternative provisions for the payment of interest are contained in a separate agreement made between the Parents and the School, if Parents do not make any payment to the School by the due date for payment, we may charge interest on the overdue amount at the rate of 1.5% per month accruing on a daily basis until the date of actual payment. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim. Cheques and other instruments delivered at any time after the first day of Term will be presented immediately but will not be considered as payment until cleared.
8. *Part-payment:* Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance of Fees as set out in clause I7 above.

9. *Appropriation:* Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account or to the payment of Extras. The Parents agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child of the Parents.
10. *Payment of Fees by a third party:* An agreement with a third party to pay the Fees or any other sum due to the School does not release any Parent from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Clerk to the Governors or the Bursar.
11. *Instalment Arrangements:* An agreement by the School to accept payment of current and/or past and/or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these Terms and Conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the Terms and Conditions of the instalment agreement or the invoice shall prevail.
12. *Composition schemes:* An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
13. *Anti-money laundering:* From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.

J EVENTS BEYOND THE CONTROL OF THE PARTIES.

1. *Force Majeure Event* means any event beyond either your or the School's reasonable control including, but not limited to, 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.
2. *Notification:* If a Force Majeure Event beyond the School's control arises and which prevents or delays the School's performance of any of its obligations under these Terms and Conditions, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the Force Majeure Event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the Force Majeure Event, the School will not be responsible for not performing those of its obligations which are prevented or delayed by, and during the continuance of, the Force Majeure Event. To the extent reasonably practicable in the circumstances, the School shall endeavour during the continuance of the Force Majeure Event to provide educational services (including by providing appropriate educational services remotely or in temporary accommodation).
3. *Continued Force Majeure:* If the School is prevented from performing all of its obligations as a result of a Force Majeure Event for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the agreement after such period and you shall then, following receipt of such notice, be entitled to end this agreement and without giving a Term's Notice or paying Fees in lieu of notice.
4. *Termination:* If your child is affected by a Force Majeure Event and is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by

the Force Majeure Event, you shall give the School notice in writing of such circumstances and the following provisions shall apply:

- a. In consultation and co-operation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under these Terms and Conditions in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
- b. In circumstances where, following the efforts made and steps taken under (a) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be responsible for failing to perform your obligations (including the obligation to pay Fees, pro-rated accordingly) during the continuance of the Force Majeure Event; and
- c. If the Force Majeure 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 for more than six (6) months you shall discuss with the School a solution by which these Terms and Conditions may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice to the School and without giving A Term's Notice or paying a Term's Fees in lieu of notice.

K GENERAL MATTERS.

1. *Contractual matters:* The offer of a place and acceptance by the Parents gives rise to a legally binding contract on the terms of these Terms and Conditions.
2. *Interpretation:* These Terms and Conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and Conditions.
3. *Information for Parents:* We provide Parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus/website/promotional literature or in statements made by staff or pupils during a visit or an open day. If Parents wish to take account of the information provided to them when deciding whether to enter into this agreement, they should seek specific confirmation from the Headteacher that the information is accurate before returning a completed acceptance form to the School.
4. *Jurisdiction:* The agreement is governed by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.
5. *Consumer Protection:* Care has been taken to use plain language in these Terms and Conditions, and to explain the reasons for any of the terms that may appear one-sided. If any words above or in combination infringe present legislation of England or Wales, they should be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and Conditions affects the Parents' statutory rights. If any Parent (or any pupil) wishes to have any matters explained, they should make contact either with the Headteacher, the Clerk to the Governors or the Bursar.

6. *Third party rights:* Only the School and the Parents are parties to this agreement. Neither the pupil nor any third party is a party to this agreement and shall not have any rights to enforce any term of it.
7. *Consultation:* It is not practicable to consult with Parents and pupils over every change that may take place. However, the School will use reasonable endeavours to ensure that Parents are consulted and where possible given at least A Term's Notice of any change of policy, change of any physical aspect of the School which would have a significant effect on their child's education, or on any change in governance.
8. *Data Protection:* The School will process personal data about you and your child in accordance with its privacy notice, a copy of which is available on the school website.
9. *Biometric information:* Where applicable the School seeks the Parents' consent to the School obtaining and using the pupil's biometric information in the form of fingerprint recognition as part of an automated biometric recognition system using a consent form. If one of the Parents wish to withdraw consent to the processing of the pupil's biometric information, they shall make the other Parent and the pupil aware of this and notify the School in writing immediately, requesting an acknowledgement of their letter.
10. *Change:* The School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and procedures, the disciplinary framework, and the length of School Terms. In addition, there may be the need for the School to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.

Effective from : February 2021.