



# **Terms and Conditions**

with effect from September 2021

## TERMS AND CONDITIONS

### 1. Definitions

- (a) In these terms and conditions the words and phrases shown in bold below shall have the following meanings:
- "child"** means a person of any age admitted by the School to be educated, and includes any person aged 18 or over;
- "Complaints Procedure"** means the School's procedure for handling complaints from 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 does not form part of the contract between you and the School. A copy of the most up-to-date procedure is on the School's website and is otherwise available from the School at any time upon request;
- "contract"** has the meaning given in Clause 1(c) below;
- "Acceptance Fee"** means the amount set out in the Acceptance Form payable by parents when accepting a place for their child at the School;
- "Acceptance Form"** means the form provided by the School for parents to complete when accepting a place for their child at the School;
- "fees"** means the fees set out in the School's Statement of Fees and can refer individually to Tuition fees, boarding fees, Supplemental Charges, or totals of combinations of these;
- "FIA Terms and Conditions"** means the supplemental terms and conditions relating to the School's fees in advance scheme;
- "Admissions Policy"** means the supplemental conditions relating to the School's Admissions policies and processes;
- "Principal"** means the person appointed by the School's proprietor from time to time to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated;
- "Representative"** means the person or agency appointed by the child's family to act on their behalf in matters relating to the child's admission to the school;
- "School Rules"** means the rules of the School as laid down in the policies of the School including those on behaviour, boarding, anti-bullying and substance misuse as amended from time to time. School policies can be found on the School's website and are otherwise available from the School at any time upon request;
- "Statement of Fees"** means the note of the School's prevailing fees notified to you from time to time and a copy of which remains available on the School's website and from the School at any time upon request;
- "Supplemental Charges"** means items charged to you by the School that are in addition to the fees;
- "term"** means an academic term of the School year as notified to parents from time to time;
- "a term's notice"** means written notice given not later than the first day of the term preceding the term to which the notice relates;

"**terms and conditions**" means these terms and conditions as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School;

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1(b) below; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a person with parental responsibility for the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form.

These terms and conditions sometimes give illustrative examples (using the words "for example", "includes" or "including") to provide a clearer understanding of what the contract is referring to. Any examples given are not exhaustive nor intended to be limiting examples of the matter in question.

All headings in these terms and conditions are used for ease of understanding only.

- (b) We are d'Overbroeck's Limited a company registered in England and Wales. Our company registration number is 1501239 and our registered office is at New Kings Court, Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG.
- (c) Our contract with you. The Acceptance Form, the Statement of Fees and these terms and conditions (as in each case may be varied from time to time) form the terms of an agreement (the "**contract**") between you and the School. The contract governs the relationship between the School and you. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.
- (d) What does not form part of the contract. The School's prospectuses, information booklets and website describe the broad principles on which the School is currently run and provides an overview of the School and its educational services but do not form part of the contract with the School. It is the responsibility of the Parents to notify the School if there is anything of particular concern to you contained in the prospectuses, information booklets and website **before** you sign the Acceptance Form.
- (e) Changes to these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the term before the modifications are to take effect.
- (f) When this contract will end. For the avoidance of doubt, this contract shall end at the end of your child's course of study in which he or she is enrolled subject to Clause 13(a). Once this contract ends, it will not affect any legal rights or obligations that either you or the School have that may already have arisen. After this contract ends, you and the School will keep any rights we or you have under general law.

## 2. Acceptance of a Place and how we use the 'Acceptance Fee'

- (a) An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the Acceptance Fee as specified in the Statement of Fees.
- (b) The Acceptance Fee will form part of the general funds of the School until the end of your child's final academic year at the school. At this point the Acceptance Fee (less a £800 administration fee) will be credited, without interest, to the final payment of supplemental charges or any other fees or charges due to the School.
- (c) In some circumstances offers of places are made on the basis of certain conditions. These will be specified in the Offer Letter sent to you by the Admissions Team. The Admissions Policy provides further detail on the Admissions processes including offer criteria:
  - (i) In the case that the conditions of the offer are not met prior to joining and the School withdraws the offer of a place, then the Acceptance Fee will be credited.
  - (ii) All places are offered on the basis that your child has valid leave to enter, reside and/or study in the United Kingdom. If it is not possible to obtain valid leave for your child prior to the start of their first term, then the school will withdraw the offer of a place and the Acceptance Fee will be credited less a £800 administration fee (without interest).

## 3. Withdrawing your Acceptance of a Place before your child joins the School

- (a) If you wish to withdraw your acceptance of a place AFTER submitting the Acceptance Form and paying the Acceptance Fee but BEFORE your child starts at the School you must give us written notice as soon as reasonably practicable and no later than six (6) weeks before the first day of the term in which your child was due to start.
- (b) If you provide the School with written notice under Clause 3(a) above, the School will retain the Acceptance Fee but no further fees will be payable.
- (c) If you do not provide us with written notice under Clause 3(a) above (or if no notice is provided at all), the School will retain the Acceptance Fee and you must pay to the School a term's fees in lieu of notice, at such a rate as would have been charged for that term of provision.

## 4. What the Fees include and what the Fees do not include, i.e. Supplemental Charges

- (a) All the costs incurred in the usual course of the education by the School of your child shall be met by the fees unless otherwise notified to you by the School at any time (either in the Statement of Fees or otherwise).
- (b) We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as **Supplemental Charges**. By way of example, any extra-curricular activities (such as private music lessons, books, trips and visits) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. We will not usually consult with you before charging for public examinations. We also reserve the right not to consult you before charging for any individual items costing under £100 (which will also be supplemental to the fees).
- (c) **Supplemental Charges** may also include damage where your child alone or with others has caused loss or damage to School property or the property of any other person (fair wear and tear excluded).
- (d) Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees subject always to the School complying with its obligations under the Equality Act 2010.

## 5. Who is responsible for payment

- (a) Where the Acceptance Form is signed by more than one person, each of you who has signed the Acceptance Form is liable for and must ensure that, all fees and supplemental charges due are paid to the School. This is because our contract applies to all of you who have signed the Acceptance Form together and each of you on your own. Each of you remains liable to the School for all of the fees and supplemental charges due unless and until the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. This means that each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid and if they have not been paid, then the School can seek payment of the full amount outstanding from either parent. Where only one person has signed the Acceptance Form, that person will be individually responsible for ensuring that all fees and supplemental charges due are paid to the School.
- (b) A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice and provided that they have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form.

## 6. Scholarship Awards and Bursary Awards

- (a) Scholarship Awards and Bursary Awards are subject to the terms upon which the Award is made. Details of these terms can be found in the Scholarship Awards Policy and Bursary Awards Policy which is on the School's website and is otherwise available from the School at any time upon request.
- (b) If your child has been awarded a scholarship or bursary your responsibility will be to pay the amount of fees due after taking account of that award.
- (c) An Award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Principal, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. 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.
- (d) Where it appears likely to the Principal that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you.

## 7. Payment of Fees and Supplemental Charges

- (a) Where you require the School to sponsor your child as a condition of his/her entry into the United Kingdom for study, you must pay the first year's fees in full prior to the School issuing a CAS (Confirmation of Acceptance of Studies) that will enable you to make the application for a visa for your child to study in the UK.
  - (i) In the event that your child leaves the School during this first year a refund of the unused part of the prepayment will be made. Fees in lieu of notice (where applicable) and any other sum due and owing to the School at that time will be deducted from the sum to be refunded.
  - (ii) The School shall provide a termly statement of account in respect of the fees and supplemental charges and the difference shall be payable in accordance with Clause 7(b), 7(c), 7(d), 7(e) and 7(f) below

(iii) For any subsequent years your child attends the School, fees must be paid in accordance with Clause 7(b), 7(c), 7(d), 7(e) and 7(f) below.

(b) Each term's fees are payable in advance so that the services which the School provides each month under this contract shall have been paid for prior to the provision of those services. The annual amount of fees are payable by you:

- (i) in three instalments per academic year, payable on or before the first day of the term to which the invoice relates or within 10 calendar days of the date of the invoice, whichever is later; or
- (ii) in exceptional circumstances and with the prior written agreement of the Principal, by twelve equal monthly instalments per academic year starting with a first instalment paid on or before the 1 August and thereafter on or before the first day of each month with the final payment on or before 1 July.

The fees payable will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 5(a) above). The fees must be paid by direct bank transfer, direct debit, cheque or debit card. We may not allow your child to attend the School if you do not pay on time.

(c) The School reserves the right to levy a transaction fee where you pay fees and/or Supplemental Charges by credit card or by other means and the bank charges the School for the monetary transaction.

(d) All Supplemental Charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the following term's invoice and itemised separately from the fees. All such Supplemental Charges must be paid in full on or before the first day of the then forthcoming term. Any unpaid or outstanding sums due at the end of each academic year will be deducted from the Acceptance Fee held by the School before the Acceptance Fee is refunded to you in accordance with Clause 2(c) above.

(e) Where you have made a lump sum payment of fees for over one year and up to five years to the School, this will be subject to a separate agreement between you and the School. Such an agreement will provide, among other conditions, for a refund of the unused part of the prepayment in the event that your child leaves the School earlier than expected. Fees in lieu of notice (where applicable) and any other sum due and owing to the School at that time will be deducted from the sum to be refunded. For the avoidance of doubt, the School shall provide a termly statement of account in respect of the fees and Supplemental Charges and the difference shall be payable in accordance with the terms of the separate agreement.

(f) Fees and any agreed Supplemental Charges will not normally be reduced or refunded as a result of:

- (i) absence due to illness or otherwise. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home; or
- (ii) your child joining the School after the start of term unless your child joins the School after the half term period in which case the School will pro-rata the fees due accordingly.

## **8. What happens if you do not pay Fees and Supplemental Charges on time**

- (a) If any payment is not made in full to the School by the due date for payment (see Clause 7(a) above) or there is a persistent failure by you to pay the fees on time, we reserve the right to:
- (i) suspend your child from the School;
  - (ii) withhold any references; and
  - (iii) charge interest to you on the overdue amount at the rate of 3 per cent a year above the base rate of the School's bank. Unless we tell you otherwise in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount (whether before or after a court judgment is obtained against you). You must pay the School the interest together with the overdue amount.
- (b) We reserve the right to refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.
- (c) Unless we expressly agree otherwise in writing with you, you will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the School's favour).
- (d) Where it is in our legitimate interests, or in the legitimate interests of other educational establishments, we may inform any other school or educational establishment to which you propose to send your child, or the relevant Government Authority, of any outstanding fees or supplemental charges.

## **9. Our ability to increase the fees**

- (a) We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 10(a) below.

## **10. Notice Requirements**

- (a) **If you wish to withdraw your child from the School** (i.e. before the end of the course in which your child is enrolled), you must either give a term's notice to that effect or must 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. *This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (i.e. at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (i.e. the final term of the preceding academic year).*
- (b) **If you wish to change your child's place at the School** from a boarding to a day place or if you wish your child to be moved out of a boarding house and into a host family, you must either give a term's notice to that effect or must pay to the School the difference between the boarding and the day fees in lieu of notice, at such rate as would have been charged for the final term of boarding provision if a term's notice had been given.
- (c) In cases under Clause 10(a) or (b) above, the appropriate sum in lieu of notice must be paid to us 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 supplemental**, you must either give a half-term's notice to that effect or must pay to the School as a debt a half-term's charges for the activity in which your child has ceased to participate.
- (e) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

## **11. School Rules**

- (a) It is a condition of remaining at the School that you and your child comply with the School Rules. In addition, you promise to ensure that your child attends School punctually and that your child conforms to any rules relating to appearance, dress and behaviour as we may issue from time to time (if not already included within the School Rules).
- (b) The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Rules 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 interests or good practice requirements.

## **12. When the Principal may Suspend, Exclude or Require the Removal of your child**

- (a) You accept that the Principal may take such measures reasonably necessary in order to safeguard and promote your child's welfare and to ensure that your child complies with the School Rules.
- (b) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Principal may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.
- (c) The Principal may in his or her discretion suspend or, in serious or persistent cases, expel your child from the School if the Principal considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children. Should the Principal expel your child you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) for the term in which your child is expelled and the School will retain the Acceptance Fee. However, any prepaid fees and/or supplemental charges for the term following the expulsion will be refunded.
- (d) The Principal may in his or her discretion require you to remove your child from the School if the Principal considers that:
  - (i) your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing 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;
  - (ii) your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Principal, the decision to require you to remove your child is in the School's best interests and/or those of your child or other children.



Should the Principal require you to remove your child from the School you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) for the term in which your child leaves and any prepaid fees and/or supplemental charges for the term following the removal will be refunded. The Acceptance Fee will be retained.

- (e) The Principal will act fairly when exercising a decision under this Clause 12 and, where reasonably practicable, will consult with you before a decision is made.
- (f) You are entitled to have any disciplinary matters or decisions taken by the Principal under this Clause 12 reviewed. Any such review shall be governed by the procedure set out in the Behaviour, Rules, Rewards and Sanctions Policy.

### **13. The School's obligations**

- (a) Subject to these Terms and Conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of the course of study in which he or she is enrolled. The School shall not be obliged to permit your child to enter 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 shall not be obliged to permit your child to enter the second year of the sixth form unless your child meets the requirements for progression as set out in the parent handbook.
- (b) While your child remains a pupil of the School, we will 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 including boarding accommodation or is participating in 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.
- (c) Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (d) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is 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 in writing that you object to blood transfusions).
- (e) Our prospectuses, information booklets and website describe the broad principles on which the School is currently run. However, from time to time it may be necessary to make changes to any aspects 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).
- (f) We will give you notice of any changes that we regard as significant to your child's education. This will normally be prior to the end of the term before the change is to take effect or at least with as much notice as is reasonably possible. This will allow you time 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 10(a) above.

- (g) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other learning support needs. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Principal the School cannot provide adequately for your child's special educational needs subject always to the School complying with its obligations under the Equality Act 2010.
- (h) The Principal may, following consultation with you, decline to enter your child for a public examination if in the Principal's reasonable opinion your child has not prepared for the examination with sufficient diligence and/or it is not otherwise in the best interests of your child and/or there are any outstanding fees or supplemental charges due to us.

#### **14. The Parents' obligations**

- (a) In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Principal and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- (b) You shall co-operate with the School and School staff in good faith, and including in particular by:
  - (i) maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this contract);
  - (ii) encouraging your child in his or her studies, and giving appropriate support at home;
  - (iii) keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges 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 co-operation 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);
  - (vi) attending meetings and keeping in touch with the School;
  - (vii) notifying us of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same;
  - (viii) informing us 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; and

- (ix) notifying us and keeping up informed of any situations where special arrangements may be needed in relation to your child, including in relation to their education or welfare.
- (c) 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 passed. Where it is considered appropriate in such circumstances we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- (d) You 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 relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. These 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 supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).
- (e) If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or, in the case where your child resides with you during school term time, you will otherwise be absent from your main United Kingdom residential address then you must inform the School in writing (and provide the details required by the School as a result), including the name and contact details of a 'responsible adult' or Guardian for the period of your absence who will have care of your child. In the case where you do not live in the United Kingdom we require you to appoint a Guardian to act on your behalf (See the Guardianship policy available on the school's website).
  - (i) A Guardian or 'responsible adult' may be appointed through a professional guardianship agency, or s/he may be a family member, relative or family friend. In all cases people acting as Guardians for our students must:
    - a) be over 25 years of age;
    - b) not be students in full-time education;
    - c) be UK residents and living full-time in the UK;
    - d) be able to communicate clearly and comfortably in English, both orally and in writing.
- (f) 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, except under Clause 14(g) 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.

- (g) A notice of withdrawal of your child served under this contract (i.e. under any of Clauses 3(a), 5(d), or 10(a)) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).

### **15. Raising concerns and making formal complaints**

If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website, is in the parents' handbook and is otherwise available from the School at any time upon request.

### **16. Insurance**

You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises. The School bursary can be contacted for details of any insurance schemes that may be available from time to time.

### **17. How we may use personal information: data protection**

- (a) Your privacy and the privacy of your child is important to the School and we shall comply with applicable data protection law. The School is a data controller under data protection law. This means that we are responsible for deciding how and why we hold and use personal data about you and your child. We will only hold the personal data we are permitted to hold about you and your child, and only use it for limited purposes such as the provision of education to your child at the School.
- (b) The School draws to your attention the Parent Privacy Notice and the Pupil Privacy Notice which can be accessed on the School's website. The Notices provide detail on the kind of information that we hold about you and your child, how and why we use it, and how we keep it secure. In many instances the School will not be required under applicable data protection law to obtain your consent or the consent of your child to process personal data, although consent will be sought by the School in certain circumstances, as detailed in this contract and/or the Parent Privacy Notice and Pupil Privacy Notice.
- (c) The School requires images of your child to identify them, to keep individuals (including you and your child) and the School premises secure including via CCTV, and to carry out necessary School administration. There may also be other necessary uses listed in the School's policies. You acknowledge that your consent is not required for such uses because they are in the School's legitimate interests and that any impact this may have on the child's privacy does not override these interests. Subject to your consent (which you have the right to withdraw or amend at any time), we will also make use of your child's images to share with third party journalists and for other purposes including those involving third parties. Further information can be found in the School's policy regarding images of pupils.
- (d) Subject to your consent, we will supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is

supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

- (e) You must:
  - (i) Confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
  - (ii) 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.
- (f) 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, we may notify and/or supply 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 without your consent (and to do so whether we actually sponsor your child or not).
- (g) You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall 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 applicable data protection law.

## **18. Intellectual Property Rights**

We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

## **19. Changes in Ownership, etc**

For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

## **20. Our rights to end this Contract**

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:

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

- (ii) your child is expelled from the School;
- (iii) you are required to remove your child from the School, including circumstances where you (as opposed to your child) act in such a way as to give the Principal cause to require you to remove your child from the School under Clause 12(d)(i) of this contract;
- (iv) you make a serious misrepresentation of facts or circumstances to us, or you withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child. For example, 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;
- (v) you (or either of you): are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges 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 you enter into an individual voluntary arrangement; or
- (vi) you fail or refuse to complete and submit a Guardianship agreement or a 'Boarders Travel Arrangement form'; or
- (vii) you otherwise do not comply with (i.e. you breach) your obligations under this contract such that we have a legal right to end the contract or, in the Principal's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract; or
- (viii) your child no longer has valid leave to enter, reside and/or study in the United Kingdom.

For the avoidance of doubt and without us having to provide you with notice, this contract will end on the settlements of the School's final invoice or the end of your child's schooling

## **21. Your rights to end this Contract**

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

- (i) you have a legal right to end the contract because we have not complied with our obligations under this contract; or
- (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

## **22. Events outside of our, or your, control**

Neither you or the School shall be in breach of this contract nor liable for delay in performing, or failure to perform, any of your or our obligations under this contract if such delay or failure result from events, circumstances or causes beyond its reasonable 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 such circumstances both you and the School shall be excused from performing our respective obligations

under this contract, provided that if the period of delay or non-performance continues for six months or more, the party not affected may terminate this contract by giving seven days' written notice to the other party.

### **23. Communications between you and the School**

- (a) When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- (b) Communications (including notices) will be sent by the School to you at the address(es) including any email addresses shown in our records, or using your other contact details included in our records. You must notify the School of any change of address(es) or other contact details.
- (c) Notices that you are required to give under these terms and conditions must be in writing addressed to the Principal and either:
  - (i) delivered by hand to the School;
  - (ii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery;
  - (iii) otherwise sent to the School's address by first or second class post; or
  - (iv) sent by email provided that if you do not receive an acknowledgment to your email giving notice within 7 working days, it is your responsibility to contact the Head of Admissions and Registry to ensure the email has been properly received.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that notices you may wish to send us under any of Clauses 3, 5(b), 6(d), 10(a),(b) and (c) and 14(g) of these terms and conditions are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.

### **24. The Law that applies to this contract and where legal proceedings may be brought**

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

### **25. Changes to these Terms and Conditions**

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

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