

ROSEMARY WORKS SCHOOL LIMITED

TERMS AND CONDITIONS

1 Introduction

1.1 Terms and conditions: These terms and conditions reflect the custom and practice of independent schools for many generations and together with:

1.1.1 the letter of offer;

1.1.2 the Conditions of Award if applicable;

1.1.3 the Fees List; and

1.1.4 any invoice issued by the School to the Parents

they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These terms and conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of Rosemary Works School.

1.2 Variations: These terms and conditions and the Fees List are subject to change from time to time.

1.3 Fees and notice: The rules concerning fees and Notice are of particular importance and are set out in Section 4 and Section 9.

1.4 Managing change: Rosemary Works School, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see Section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2 Terminology

2.1 The School or We or Us: means Rosemary Works School Limited as now or in the future constituted (and any successor). The School comprises:

2.1.1 Rosemary Works School Nursery Cass - a day nursery for boys and girls aged 3 to 4 years;

2.1.2 Rosemary Works School - a day school for girls and boys aged 4 to 11 years

2.1.3 Rosemary Works School Out of School Care – holiday playscheme, breakfast clubs and after school clubs.

2.2 The Board: means the Directors of the School who are responsible for the governance of the school.

2.3 The Head: means the Headteacher who is responsible for the day-to-day running of the School, including anyone to whom any duties of the Head have been delegated.

2.4 The Parents or You: means any person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.

2.5 Parental Responsibility: Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.

2.6 The Pupil: means the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with British custom.

3 Admission and entry to the School

3.1 Registration and admission: Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the nonreturnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. Admission occurs when the Parents accept the offer of a place by submitting the first deposit instalment. Entry occurs on the date when the Pupil attends the School for the first time under these terms and conditions. Rosemary Works School Holiday Play scheme is available to current members of the primary school, and, at the discretion of the Director in charge of admissions, to past pupils.

3.2 Equality: The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, We can cater adequately.

3.3 Offer of a place and deposit: A deposit (Acceptance Deposit) as shown in the offer letter will be payable when parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these terms and conditions. The Acceptance Deposit is non-refundable in the event that the pupil does not take up the place in the school.

3.4 Immigration: The School is not currently a registered UK Visas and Immigration sponsor. The parents must inform the Headteacher when returning a completed Application Form, if the child requires sponsorship in order to obtain a visa to study in the UK. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at the School.

4 Fees

4.1 Fee or Fees: may include alone or in combination any of the Registration Fee, the Acceptance Deposit, tuition fees, Nursery Class childcare fees, Late Collection charges, fees for extra tuition, charges for Out of School care, other extras such as clothing and equipment, photographs or other items ordered by the Parents or charges arising in respect of educational visits, 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 and interest if incurred.

4.2 Payment of Fees: The Parents jointly and severally agree to pay the Fees applicable to each Term in each School year directly to the School, unless otherwise agreed by the school. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are to be paid by direct bank transfer and are due and payable before the first day of the School Term to which they relate. If the school has agreed in advance for fees to be paid monthly, they must be paid by standing order into the school bank account, arriving no later than the fifth day of each month. The agreement to pay fees monthly will be withdrawn if fees are not submitted on time, and the balance of fees for the remainder of the term will be immediately due. If one or more items on the fees invoice are under query, the balance of that fees invoice must be paid. Unless stated otherwise we do not accept payment of Fees by cash. Cheques and other instruments delivered at any time after the first day of Term will be presented immediately and will not be considered as payment until cleared. 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 the funds.

4.3 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 the Parents 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 Director in charge of Finance. The School reserves the right to refuse a payment from a third party

4.4 Indemnity: If the School is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.

4.5 Refund or waiver: Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded, reduced or waived if:

4.5.1 the Pupil is absent through illness; or

4.5.2 a Term is shortened or a vacation extended; or

4.5.3 the School is temporarily closed due to adverse weather conditions; or

4.5.4 for any reason other than exceptionally and at the sole discretion of one of the Directors in a case of genuine hardship. See also Section 10 for information about events beyond the control of the parties.

See also 'Events Beyond the Control of the Parties'.

4.6 Exclusion for non-payment: The School reserves the right to exclude the Pupil on three days' written Notice if Fees are overdue for payment or if the Parents fail to provide information reasonably requested by the School about the identity of the payer of any Fees or the source of the funds. If the Pupil is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with Section 9. Exclusion in these circumstances is not a disciplinary matter and the right to a Review will not normally arise. The School may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.

4.7 Late payment: Late payment of fees after the first day of term, or the agreed date of each calendar month where the school has agreed to accept fee payments by monthly standing order, will incur a £75 charge. Rosemary Works School reserves the right to charge interest on overdue balances at 1.5% above the base rate, per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. 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.

4.8 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 4.7.

4.9 Appropriation: Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. 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 those Parents. Where a payment made under an insurance policy in respect of a refund of Fees is received by the School and there are unpaid Fees on the Parents' account, that payment may be appropriated by the School to the unpaid account.

4.10 Instalment arrangements: An agreement by the School to accept payment of current and / or past and / or future Fees by instalments on a monthly or other basis 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 shall prevail.

4.11 Sibling Discounts, Bursaries and Hardship Awards: Every Bursary, Hardship Award or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff reasonably. Awards apply only to term time education, and parents are liable for all other fees and charges, for example, lunches, outings, and out of school care. Rosemary Works School may offer a 'sibling discount' if more than one child from a family is attending the school at the same time. The discount applies to the lowest of the pupils' fees, and to term time tuition fees, or monthly Nursery Class fees only.

4.12 Fees increases: Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's Notice of a Fees increase they may give to the School written Notice of withdrawal of the Pupil within 21 days of Notice of the increase and will not be liable to pay Fees in Lieu of Notice and the Acceptance Deposit will be refunded without interest less any sums owing to the School.

4.13 Information about Fees: The Parents acknowledge that the School may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the School may inform any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.

4.14 : The School reserves the right to charge a Late Collection Fee for every 15 minutes, or portion of 15 minutes that the pupils remains in the care of the School after the School's published hours.

4.15 Identity of Fees payer: 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.

5 Educational matters

5.1 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 cannot guarantee that the Pupil will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.

5.2 Organisation of the curriculum: We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's teacher, or other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.

5.3 Progress reports: The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of grades and full written reports (appropriate to the age of the pupil) and Parents' Evenings.

5.4 Sex education: The Pupil will receive health and life skills education appropriate to his / her 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.

5.5 Public examinations: The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of his / her professional judgement, the Head 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, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his / her tutors.

5.6 Reports and references: Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examination, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

5.7 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". Our School staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

5.8 Screening for learning difficulties: The screening tests available to schools are indicative only: they are not infallible. The 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.

5.9 Information about learning difficulties: The Parents shall notify the Head in writing 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, or, once the Pupil has started, Parents must provide the School with copies of all written reports and other relevant information.

The Parents will be asked to withdraw the Pupil, without further charge if, in the professional judgement of the Head 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 learning support / additional teaching where it is lawful to do so.

5.10 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 the interests of the School, 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.

5.11 Pupil's work: 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 Head, it is appropriate to release the work to the Pupil. 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 Head or staff.

5.12 Educational visits: A variety of educational visits will be provided for the Pupil. By signing the Acceptance Form or agreeing to be bound by these terms and conditions the Parents consent to the Pupil taking part in any educational visit. Educational visits which:

- 5.12.1 require overseas travel; or
- 5.12.2 involve an overnight stay; or
- 5.12.3 occur during a weekend or School holiday; or
- 5.12.4 involve some element of high risk or adventure activity

will be subject to a separate agreement. The cost of such visits will be payable in advance. The Pupil shall be subject to School discipline in all respects whilst engaged in educational visits. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be invoiced to the Parents. The School reserves the right to prevent the Pupil from taking part in educational visits or extracurricular activities while overdue fees remain unpaid.

6 Pastoral care

6.1 The School's commitment: We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.

6.2 Complaints: Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by Us must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure can be found on its website and copies can be supplied on request. See also clause 8.17.

6.3 Pupil's rights: The Pupil, if of sufficient maturity and understanding, has certain legal rights which 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 both natural or adoptive parents. If a conflict of interest arises between the Parents and the 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.

6.4 Head's authority: The Parents authorise the Head to take and / or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare. Please see Section 7.

6.5 Ethos: The ethos of the School is to foster good relationships between pupils and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and the Parents and we expect the same of the Pupil and the Parents in relation to the School or its staff. The Parents agree to support the legitimate aims and ethos of the School.

6.6 Physical contact: The Parents consent to such physical contact with the Pupil:

6.6.1 as may accord with good practice; or

6.6.2 as may be appropriate and proper for teaching and instruction; or

6.6.3 for providing comfort to the Pupil in distress; or

6.6.4 to maintain safety and good order; or

6.6.5 in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme, Out of School care, or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

6.7 Disclosures: The Parents must, as soon as possible, disclose to the School in confidence:

6.7.1 any known medical condition, health problem or allergy affecting the Pupil;

6.7.2 any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;

6.7.3 any family circumstances, court proceedings or court order which might affect the Pupil's welfare or happiness;

6.7.4 any significant concerns about the Pupil's safety;

6.7.5 any change in the financial circumstances of the Parents in receipt of a Bursary from the School.

6.8 Confidentiality: The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights to 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 at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's use of:

6.8.1 e-mail,

6.8.2 the internet; and

6.8.3 mobile electronic devices.

See also the School's policy on acceptable use of IT and mobile phones.

6.9 Special precautions: The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head 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. Parents may be excluded from School premises if the Head, 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.

6.10 Residence during term time: The Pupil is required during term time and at weekends and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than the Parents or his / her education guardian.

6.11 Communications with parents: Unless otherwise notified, communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents unless there is clear evidence of a contrary view.

6.12 Absence of parents: When both Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer, the Head must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of the Pupil.

6.13 Education guardians: The Parents if resident outside the United Kingdom must before Entry appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility for the Pupil when he / she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.

6.14 Photographs or images (including video recordings): The School may obtain and use photographs or images (including video recordings) of the Pupil for:

6.14.1 use in the School's promotional material such as the prospectus, the website or social media;

6.14.2 press and media purposes; or

6.14.3 educational purposes as part of the curriculum or extra-curricular activities.

Please see the pupil privacy notice for more information about how the School uses photographs and videos of pupils. The School may seek specific consent from the Parents before using a photograph or video recording of the Pupil where the School considers that the use is more privacy intrusive. We would not disclose the home address of the Pupil alongside a photograph or video without the Parents' consent.

6.15 Request for confidentiality: The Parents may ask us to keep information about the Pupil confidential. For example, you may ask us to not use photographs of the Pupil in promotional material or ask us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential they must immediately contact the Head in writing, requesting an acknowledgment of their letter. The School reserves the right to share information about the pupil if it is required by statute, for safeguarding, or for any other reason required to fulfil the requirements of the school.

6.16 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.

6.17 Pupil's personal property: The Pupil is responsible for the security and safe use of all his / her personal property including money, mobile phones, watches, computers, musical instruments and sports equipment, and for property lent to them by the School.

6.18 Insurance: The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.

6.19 School's 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 the Parents or for loss or damage to property.

7 Health and medical matters

7.1 Medical declaration: The Parents will be asked to complete a Medical Information and Form concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.

7.2 Medical care: The Parents must comply with the School's recommendations which may include a reasonable decision to release the Pupil home or to his / her education guardian when he / she is unwell.

7.3 Pupil's health: The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement in the interests of the Pupil and / or the School community. The Pupil if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.

7.4 Medical information: Throughout the Pupil's time as a member of the School, the School shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, need-to-know basis.

7.5 Emergency medical treatment: The Parents authorise the Head to consent on their behalf to the Pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations performed by the National Health Service or at a private hospital and where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

8 Behaviour and discipline

8.1 School regime: The Parents accept that the School will be run in accordance with the authorities delegated by the Board to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.

8.2 Conduct and Attendance: We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School requirements about the wearing of uniform and general appearance.

8.3 School Rules: the School sets out its expectations of behaviour in its Behaviour Policy, Anti-Bullying Policy and Safeguarding Policy. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.

8.4 School discipline: The Parents accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's policies on behaviour and discipline current at the time and published on the School website apply to all pupils at the School and at all times when the Pupil is in or at school (including in our Out of School care), representing the School or wearing School uniform, travelling to or from School, on School-organised trips or associated with the School at any time. The policies 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.

8.5 Investigative action: An allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his / her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms. The 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. If considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parents' expense.

8.6 Procedural fairness: Investigation of an allegation, complaint or rumour which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of the Parents or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his / her choice.

8.7 Divulging information: Except as required by law, the School and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head or Principal has acquired during an investigation.

8.8 Sanctions: The School's current policies on sanctions are available on the school website. 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, or Suspension, or Removal or Expulsion.

8.9 Definitions of sanctions: The definitions in this clause apply in these terms and conditions.

Expulsion: means that the Pupil is required to leave the School permanently in circumstances described in clause 8.10.

Removal: means that the permanent removal of the Pupil from the School is required in circumstances described in clause 8.12.

Suspension: means that the Pupil is sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or pending a Review.

Withdrawal: has the meaning set out in clause 9.10.

8.10 Expulsion: The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. The Head shall act with procedural fairness in all such cases. The Head's decision to expel shall be subject to a Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 8.15 and clause 8.16.

8.11 Fees following Expulsion: If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms. There will be no charge to 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 to the School will be payable.

8.12 Removal in other circumstances: The Parents may be required to remove the Pupil permanently from the School if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that:

8.12.1 the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or

8.12.2 by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the School; or

8.12.3 if one or both of the Parents have treated the School or members of its staff or any member of the School community unreasonably; then in these circumstances, and at the sole discretion of the Head, withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the Parents as well as those of the School. The Head's decision to require the Removal of the Pupil shall be subject to a Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 8.15 and clause 8.16.

8.13 Fees following removal: If the Pupil is removed or withdrawn in the circumstances described in clause 8.12, the provisions relating to Fees shall be as set out in clause 8.11 save that the Acceptance Deposit will be refunded without interest less any sums owing to the School.

8.14 Leaving status: The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after expulsion or removal or withdrawal.

8.15 Review: The Parents may request a Review 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). The Head will advise the Parents of the Review procedure current at that time when he informs the Parents of his decision. A Review will be conducted under fair procedures in accordance with the requirements of natural justice.

8.16 Review Procedure: The Head will advise the Parents of the procedure (current at that time) under which a Review shall be conducted by a panel of three people (including an independent member if requested). If the Parents request a 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 Head.

8.17 Complaints procedures: A complaint about any matter of School Policy or administration but which does not involve an Expulsion or Removal of the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on the School's website or on written request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9 Provisions about Notice

9.1 Term: means the period between and including the first and last days of the relevant School term. 'Two months' means two calendar months, running from the date notice in writing is received.

9.2 Notice: means (unless the contrary is stated in these terms and conditions) a term's written Notice given by:

9.2.1 both Parents; or

9.2.2 one of the Parents with the prior written consent of the other Parent; and

9.2.3 in either case the prior written consent of any other person with Parental Responsibility

before the first day of term addressed to and received by the Headteacher or the Director in charge of admissions. Notice applies only where children have already entered the School or Nursery Class. It is expected that the Parents will consult with the Head before giving Notice to withdraw the 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.

9.3 A Term's Written Notice: means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if:

9.3.1 the Parents wish to withdraw the Pupil who has entered the School; or

9.3.2 the Pupil wishes to discontinue extra tuition.

9.4 Provisional notice: is valid only for the Term in which it is given and only when written and agreed in writing by the Head or the Director in charge of admissions.

9.5 Fees in lieu of Notice: In circumstances where the pupil has entered the school and Parents have not given a Term's Written Notice, Fees in lieu of Notice means Fees in full at the rate applicable for the next term following withdrawal and not limited to the parental contribution in the case of a Bursary, Hardship Award or other award or concession. 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.

9.6 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. Please see clause 3.1 for details of when Entry to the School occurs. Please see also clause 4.6, clause 9.7 and clause 9.8.

9.7 Withdrawal by the Parents: If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 4.6, Fees in lieu of Notice less the Acceptance Deposit will be due and payable as a debt immediately.

9.8 Prior consultation: It is expected that the Parents, or duly authorised education guardian, will consult personally with the Head before Notice of Withdrawal is given by the Parents.

9.9 Discontinuing extra tuition: A Term's Written Notice is required to discontinue extra tuition and extra-curricular After School Clubs, or a Term's Fees for the will be immediately payable in lieu as a debt.

9.10 Reducing or changing days in Nursery Class: Two months' written notice is required to reduced the number of days or hours that your child attends in Nursery Class. We reserve the right to cancel your child's place, with two month's written notice, if a reduction in days cannot be accommodated without detriment to the school. We do not allow any pupil's usual days to be swapped – instead you will be required to book an additional day.

9.11 Termination by the School: The School may terminate this agreement on one Term's Notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees.

10 Events beyond the control of the parties

10.1 Force Majeure: An event beyond the reasonable control of the School or the Parents is a Force Majeure Event and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

10.2 Notification: If either the School or the Parents are prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, it shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

10.3 Continued Force Majeure: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

10.4 Termination: If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.2 may terminate this contract by providing at least three working days' notice in writing to the other party. The School may terminate this agreement immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.

11 General contractual matters

11.1 Data protection: The School has a privacy notice which explains how the School will use the Parent's and the Pupil's personal data. These privacy notices are published on the School's website. The Parents must read these privacy notices in full before signing the acceptance form.

11.2 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 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.

11.3 Consumer protection: Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone or in combination infringe consumer rights law or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

11.4 Consultation: It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of:

11.4.1 a change of ethos or culture; or

11.4.2 a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or

11.4.3 a change of ownership of the School.

11.5 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 the 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 Head that the information is accurate before returning a completed acceptance form to the School.

11.6 Third party rights: Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

11.7 Interpretation: These terms and conditions supersede those 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 the terms and conditions. Examples given in these terms and conditions are by way of illustration only and are not exhaustive.

11.8 Jurisdiction: This contract was made at the School and it, together with each matter relating to the provision of educational services by the School is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.