

PARENT CONTRACT (TERMS AND CONDITIONS)

What these terms cover. These are the terms and conditions on which we provide educational services.

Why you should read them. Please read these terms carefully before you accept our offer of a place at the School for your child. These terms tell you who we are and how and on what basis the School will provide educational services.

In these terms you will see some parts written in bold or otherwise highlighted to stand out. This is to draw certain provisions to your specific attention because they are important to the good management and operation of the School and our provision of educational services.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have something further explained to you, then please contact the Bursar to discuss.

1. Definitions

1.1 *Meanings of some words and phrases we use in these terms and conditions.* In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

"Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"child" means a child of whatever age admitted by the School to be educated, and includes any pupil aged 18 or over;

"Complaints Procedure" means the School's procedure for handling complaints from parents, as contained in the Concerns and Complaints Policy and as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. It is not intended to form part of the contract between you and the School. A copy of the 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 1.3 below;

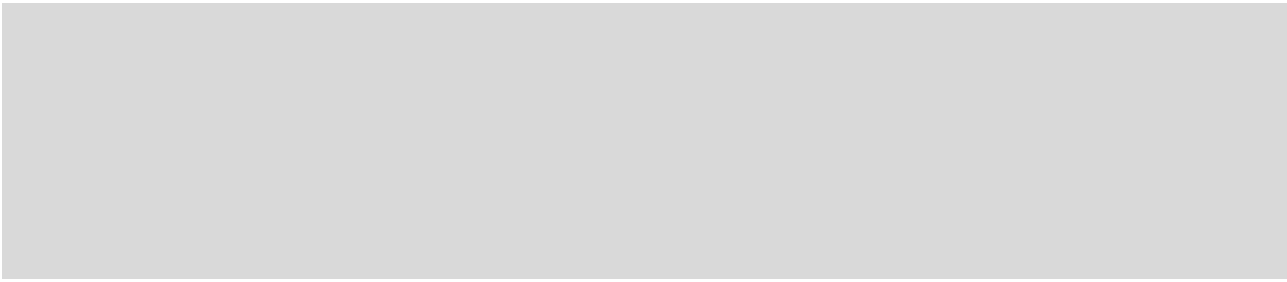
"deposit" means the amount set out and referred to as the acceptance deposit in the Schedule of Fees;

"additional deposit" means the amount set out and referred to as the additional deposit in the Schedule of Fees;

"fees" means the termly fees set out in the Schedule of Fees;

"FIA Terms and Conditions" means the supplemental terms and conditions relating to a fees in advance scheme, which the Governors of the School may operate at their discretion;

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your child may participate and which need to be paid for, will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination fees shall be charged as supplemental charges.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it deals with your responsibility to pay the fees and supplemental charges.*

5. Notice Requirements

- 5.1 *Notice to withdraw your child from the School.* If you wish to withdraw your child from the School (other than at the normal leaving date which is at the end of year 13), you must *either* give us a term's notice to that effect *or* pay to the School a term's fees in lieu of notice, at the rate applicable for the next term following termination by the parents on less than one full term's notice. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2.2 above) to the payment of any such fees in lieu of notice. This means that if, for example, you wish to withdraw your child with effect from the start of the Michaelmas term (i.e. at the start of an academic year) then you would need to tell us in writing

7. Suspension, Exclusion and Required Removal

7.1 *The Headmaster's discretion to suspend or exclude your child*

removal of your child under this Clause 7 reviewed. Any such review shall be governed by the Exclusion Policy.

8. The School's Obligations

8.1 *The period of your child's schooling.* Subject to these terms and conditions, the School will accept your child as a pupil of the School and register your child on the School's statutory register from the time of joining the School until the end of his or her schooling, i.e. to the end of year 13.

8.2 *Moving up the School.* It is assumed that if your child satisfies the relevant criteria at the time, your child will progress through the School and will ultimately complete the Upper Sixth Year (Year 13). The relevant criteria for progression through the School are set out in the School's Admissions Policy. You will be consulted before the end of the Lent Term if there appears to be any reason why your child may be refused a place in the next year at the School. Unless your child will be leaving at the end of Year 13 you must

by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit them to return to the School until such time as the health risk has passed. Where it is considered appropriate, 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).

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in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out the rights we have, and that you have, to terminate this contract early (that is, before the normal leaving date for the end of your child's schooling which is at the end of year 13).*

- 14.1.7 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 because of something you have done wrong or, in the Headmaster'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.
- 14.2 *Your rights to end the contract.* You may end this contract at any time by notice in writing to the School if:
- 14.2.1 you have a legal right to end the contract because of something we have done wrong;
or
- 14.2.2 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- 14.3 *When this contract will end if not terminated early.* For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling (at the end of year 13). This may be at the end of an earlier stage of the School if your child does not meet any requirements imposed by the School under Clause 8.2 for entry to the next stage.
- 14.4 *Ending the contract will not affect any accrued rights.* Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.
15. Events outside of our, or your, control
- 15.1 *What we mean by an "event outside of our/your control".* We mean any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to such events outside of our/your control as an "event".
- 15.2 *What happens if we are affected by an event outside of our control.* If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- 15.3 *Events lasting more than 6 months.* If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- 15.4 *What happens if your child is affected by an event outside of your control.* Subject to Clause 4.15 (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:

on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

18. Changes to these Terms and Conditions

Reserving the right to change 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 start of the previous term before the modifications are to take effect.