



Meadowbrook Montessori School

Terms and Conditions

Reviewed by: Serena Gunn

Date: July 2016

Next Review: July 2017

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 Bursary (if applicable);
- 1.1.3 the Agreement Form;
- 1.1.4 the Fees List; and
- 1.1.5 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 Meadowbrook Montessori School.

1.2 Variations: These terms and conditions, the Conditions of Bursary and the Fees List are subject to change from time to time. This is at the discretion of the School's Directors and may occur with minimal notice to parents.

1.3 Parent Booklet and website: The School's parent booklet and website are not contractual documents. The School website contains a number of policies and procedures which can be viewed by parents. Printed copies are available from the School on written request.

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

1.5 Managing change: Meadowbrook, 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 Meadowbrook Montessori Limited trading as Meadowbrook Montessori School as now or in the future constituted (and any successor). The School comprises:

- 2.1.1 Meadowbrook Parent and Toddler Department;
- 2.1.2 Meadowbrook Pre-Primary Department;
- 2.1.3 Meadowbrook Primary Department.

2.2 The Directors: means the Directors of the School who are appointed under the terms of its Memorandum and Articles of Association and who are responsible for governance of the School.

2.3 The Director of Education: means the Director who also acts as the Director of Education of the School and who is responsible for the day-to-day running of the School, including anyone to whom any duties of the Director of Education have been delegated.

2.4 The Parents or You: means any person who has signed the Agreement Form.



The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent or step-parent without Parental Responsibility) will be subject to a separate agreement between the School, the Parents and the third party.

Please also see clause 4.3 and clause 11.7.

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 Agreement 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 non-returnable 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. Entry occurs on the date when the Pupil attends the School for the first time under these terms and conditions.

3.2 Equality: The School has a non-religious ethos and 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 Immigration:

The School is not currently a registered UK Visas and Immigration sponsor. The Parents must inform the Director of Education when returning a completed Registration Form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. Where a child is sponsored by the School for immigration purposes the Parents shall permit the School to take and retain copies of the child's passport and visa. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to reside in the United Kingdom and to study at this School.

4 Fees:

4.1 Fee or Fees: may include alone or in combination any of the Registration Fee, tuition fees, fees for extra tuition, other extras such as clothing and equipment, photographs or other items ordered by the Parents or the Pupil 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 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. 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 due and payable as cleared funds before the commencement of the School term to which they relate. If one or more items on the fees invoice is under query, the balance of that fees invoice must be paid. 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.



4.3 Payment of Fees by a third party:

An agreement with a third party (such as an employer, grandparent or step-parent without parental responsibility) 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 a School Director. 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 under a court order or under the provisions of this agreement to make a refund Fees will not be refunded or waived if:

4.5.1 the Pupil is absent through illness; or

4.5.2 a Term is shortened or a holiday 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.

4.6 Exclusion or withdrawal of provision for non-payment:

The School reserves the right to withdraw provision in the event that fees are late or remain unpaid. The School also reserves the right to exclude the Pupil will on one days' written notice if Fees are overdue for payment. 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, reports, character references or property while Fees remain overdue.

4.7 Late payment: Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. A 20% surcharge will be payable in the event of fees being more than 3 days late and interest at a rate of 15% per annum will be applied to all fees more than 1 month late. 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 Fees in advance:

An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.

4.11 Instalment arrangements: An agreement by the School to accept payment of current and / or past and / or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

4.12 Bursaries: Every Bursary 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. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer.

Any value attached to a Bursary or other concession is calculated or assessed formally in relation to the financial standing of the applicant/s. Bursaries may be withdrawn without one term's notice if the School deems it necessary. And all are reviewed annually.

4.13 Fees increases:

Fees are reviewed annually and are subject to increase annually. If the Parents receive less than one 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.

4.14 Information about Fees:

The Parents consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.

4.15 Anti-money laundering:

From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.

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 standardised assessment 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 Director of Education, is most appropriate to the School community as a whole. Our policy on differentiation, setting and class sizes or make up may change from year to year and sometimes from term to term, depending upon the needs of the school.

This will always depend mainly on the mixture of abilities and aptitudes among the pupils and may take into account management of friendship groups.

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 as soon as possible, or contact the Director of Education 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. Reports on pupils' progress and prospects are given in good faith but without liability on the part of the School.

5.4 Sex & relationship 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 Reports and references:

Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examination, further education 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. In the event that a concern raised by the School is rejected by the parent/s in terms of acceptance of suitable follow up, the Schools will take no liability in respect of resulting consequences, either now or in the future.

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 Director of Education in writing when completing the School's Confidential Enrolment Form and subsequently in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning difficulty and the 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 being charged Fees in lieu of notice if, in the professional judgement of the Director of Education 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.

5.10 Moving up the School:

It is assumed that if the Pupil satisfies the relevant criteria at the time he / she will progress through the School and will ultimately complete Year 6.

The Parents will be consulted before the end of the Spring Term in Pre-Primary or Reception if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. The Parents must give a term's notice in writing (i.e. before the start of the Autumn Term in the Pre-Primary or Reception classes) in accordance with the Provisions about notice in Section 9 below if they do not intend the Pupil to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.

5.11 School's intellectual property:

Where the Pupil, in conjunction with any member of staff, creates anything (including a work, a design, an invention, a database, a trade mark or goodwill) (a Work) in respect of which any intellectual property (including copyright, design rights, patents, database right or the right to sue for passing off) (Intellectual Property Rights) exist, the School reserves all its Intellectual Property Rights in respect of that Work.

5.12 Pupil's work:

The Parent's 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 Director of Education, it is appropriate to release the work to the Pupil. Certain work may have to be retained for longer. 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 staff.

5.13 Educational visits:

A variety of educational visits will be provided for the Pupil. By signing the Agreement Form or agreeing to be bound by these terms and conditions the Parents' consent to the Pupil taking part in any educational visit offsite.

Educational visits which:

5.13.1 require overseas travel; or

5.13.2 involve an overnight stay; or

5.13.3 occur during a weekend or School holiday; or

5.13.4 involve some element of high risk or adventure activity

May 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 added to the fees invoice. The School reserves the right to prevent the Pupil from taking part in educational visits or extra-curricular 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 question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School 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 8.18.

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 Director of Education's authority:

The Parents authorise the Director of Education to take and / or authorise in good faith all decisions which the Director of Education 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. Treating everything and everyone with respect is the cornerstone of our philosophy. 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; or

6.6.6 in relation to a disciplinary issue which involves moving a child.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme 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 disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;

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

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6.7.5 any concerns about the Pupil's safety;

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

6.8 Confidentiality:

The Parents authorise the Director of Education 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 guidelines on acceptable use of IT and e-mail.

6.9 Special precautions:

The Director of Education needs to be aware of any matters that are relevant to the

Pupil's safety and security. The Director of Education 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 Director of Education, 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 Leaving School premises:

The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if he / she leaves School premises in breach of the School Rules.

6.11 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 Director of Education 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.

6.12 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 and, unless otherwise notified, any communication from the School to any such person shall be deemed as having been made to each of them. This requirement does not apply to the giving of notice for the cancellation of a place or the withdrawal of the Pupil from the School. Those persons who are required to consent to or to give notice of cancellation or withdrawal are set out in clause 9.2.

6.13 Absence of parents:

When both Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer, the Director of Education 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.

6.14 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.

6.15 Photographs or images:

By signing the Agreement Form or agreeing to these terms and conditions, the Parent consents, as far as is required under data protection law, to the School obtaining and using photographs or images of the Pupil for:

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

6.15.2 press and media purposes;

6.15.3 educational purposes as part of the curriculum or extra-curricular activities;

6.15.4 the School's social media pages. Parents must actively opt out of social media inclusion by informing the School in writing.

We would not disclose the home address of the Pupil without the Parents' consent.

6.16 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 Director of Education in writing, requesting an acknowledgment of their letter.

6.17 Transport:

The Parent's 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.

6.18 Pupil's personal property:

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

6.19 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.

6.20 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 Confidential Enrolment Form concerning the Pupil's health and must inform the Director of Education 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 Director of Education may at any time require a medical opinion or certificate as to the Pupil's general health where the Director of Education 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 Safeguarding officers 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 Director of Education or her deputy 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 Director/s. The Director of Education is entitled to exercise 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 Rules about the wearing of uniform and general appearance.

8.3 School Rules:

The School Rules which apply are set out in the School Handbook and are well communicated throughout the school.

8.4 School discipline:

The Parents accept the authority of the Director of Education and of other members of staff on the Director of Education'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 disciplinary policy which is current at the time applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School. This spans out of school hours and beyond the school gate.

8.5 Investigative action:

A 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 and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by the Parents, education guardian or a teacher of the Pupil's choice.

8.6 Procedural fairness:

Investigation of a complaint 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 Director of Education 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 Director of Education has acquired during an investigation.

8.8 Sanctions:

The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include withdrawal of privileges, or suspension, or alternatively being removed or expelled.

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. Expulsion is reserved for the most serious breaches. The Director of Education shall act with procedural fairness in all such cases. The Director of Education's decision to expel shall not be subject to review.

8.11 Fees following expulsion: If the Pupil is expelled 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 Director of Education is of the opinion that:

8.13.1 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

8.14 if the Parents have treated the School or members of its staff unreasonably or fail to support the ethos of the School; then in these circumstances, and at the sole discretion of the Director of Education, withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Director of Education 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.

8.15 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.

8.16 Complaints procedures:

A complaint about any matter of School policy or administration not involving 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.

8.17 Fees relating to withdrawal or removal: Parents will be liable to pay all fees owed including those relating to notice periods.

9 Provisions about notice:

See also 5.10 "Moving up the School"

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

9.2 Notice: means (unless the contrary is stated in these terms and conditions) one 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 any other person with Parental Responsibility

before the first day of term addressed to and received by the Director of Education personally or signed for by the School Administrator on the Director of Education's behalf. It is expected that the Parents will consult with the Director of Education before giving Notice to withdraw the Pupil.

9.3 One 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 cancel a place after acceptance; or

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

9.3.3 the Pupil wishes to discontinue extra tuition (see clause 9.14).

9.4 Provisional notice: is valid only for the Term in which it is given and only when written and accepted in writing by the Director of Education personally or the Director of Education's deputy duly authorised for this purpose.

9.5 Fees in lieu of notice: In circumstances where the 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 or other 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 Cancellation:

means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the pupil enters the School or where the Pupil does not enter the School. Please see clause 3.1 for details of when entry to the School occurs.

9.7 Cancellation rights: If the offer of a place and its acceptance are both made entirely at distance by means of post or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process, the Parents may cancel this agreement at any time within 14 days of the date of the Agreement Form.

9.8 Cancelling acceptance:

The cancellation of a place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is fees for between one and five years. Nonetheless, the School agrees to limit the liability of the Parents to:

9.8.1 One Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a bursary or other award or concession), payable as a debt if less than a Term's Written Notice of cancellation has been given; or

9.9 Cancelling a place offered in the Term before entry: Save where clause 9.7 applies, if the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the Agreement Form. If the Parents give notice of cancellation after this date or give no notice of cancellation they will incur a liability to pay one Term's Fees at the rate payable for the term of entry, payable as a debt.

9.10 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 9.11 and clause 9.12.

9.11 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 will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School.

9.12 Withdrawal by the Pupil: The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents.

9.13 Prior consultation: It is expected that the Parents, or duly authorised education guardian, will consult personally with the Director of Education or with the Director of Education's authorised deputy before Notice of Withdrawal is given by the Parents.

9.14 Discontinuing extra tuition: A Term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.

9.15 Termination by the School: The School may terminate this agreement on one Term's notice in writing sent by ordinary post or email. 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).

10 Events beyond the control of the School:

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.

11 General contractual matters:

11.1 Data protection:

By signing the Agreement Form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and so far as they are able on behalf of the Pupil consent as far as is required under data protection law to the processing by the School of personal information including:

11.1.1 financial information relating to the Parents;

11.1.2 sensitive personal information relating to the Parents and / or the Pupil as is deemed necessary for the legitimate purposes of the School. See also the School's data protection policy.

If you would like further information about how the School processes personal information please see our "Privacy Notice" published on our website. recognition system. If one of the Parents wishes to withdraw consent to the processing of the Pupil's biometric information he / she shall make the other Parent and the Pupil aware of this and shall notify the Registrar in writing immediately, requesting an acknowledgement of his / her letter.

11.3 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 / size of classes, 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. It may not be possible in all cases to provide one term's notice to parents in the event of any change and the School reserves the right to make such changes with minimal notice if it deems it necessary to do so.

11.4 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 the Unfair Terms in Consumer Contracts Regulations 1999 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.

11.5 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 where possible given at least a Term's notice in writing of:

11.5.1 a change of ethos or culture; or

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

11.5.3 a change of ownership of the School.

11.6 Representations:

The School's website and handbooks describe the broad principles on which the School is operated and gives an indication of its history and ethos. Although believed correct at the time of publication, the handbooks and website are not part of any agreement between the Parents and the School. If the Parents wish to place specific reliance on a matter contained in either document, or on a statement made by a member of staff or a pupil they should seek written confirmation of that matter from the Director of Education.

11.7 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.

11.8 Interpretation:

These terms and conditions supersede those previously in force and will be construed as a whole. The Headings are designed 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.

11.9 Jurisdiction: This contract was made at the School and 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.

12. General:

12.1 Pupil's property (including clothing) and technology should be clearly and suitably marked with the owner's name. The School will not accept liability for the loss of, or damage to, pupil's property, howsoever caused, and parents are personally responsible for affecting the necessary insurance cover as a protection against such eventualities.

12.2 Parents are required to notify the Director of Education in writing of any existing or new medical condition or of any learning difficulties of the pupil for which particular medical or other supervision is required.



12.3 Parents are requested to notify the Director of Education in writing of concerns affecting their personal circumstances, in particular their ability to pay fees, and to register complaints about any aspect of the functioning of the School as these occur in line with the School’s complaints procedure.

12.4 The School may in its absolute discretion vary any or all of these Terms and Conditions from time to time. Current Terms and Conditions are always displayed on the school notice board. The School reserves the right to make any alterations at any time to the way in which the school is run, to the situation of the School and any part of it and to any aspect of the School without reduction in fees.

12.5 The Parent Booklet and school website provides some details of the School, its history and facilities. However, this document is re-printed annually and as such, content may not reflect the latest policies and procedures. School policy files and policy / guidance pages on the school website always reflect up-to-date documents. Parents are responsible for keeping abreast with latest policies and school guidance.

I/ we hereby confirm that I / we have read and agree to abide with the Terms & Conditions set out above.

Signature (Parent/Guardian)

Signature (Parent/Guardian)

Date