

Terms and Conditions (Parent Contract)

What these terms cover

These are the terms and conditions on which we provide educational services. The Acceptance Form, Schedule of Fees and these terms and conditions (as in each case may be varied from time to time) form the terms of an agreement (the "**contract**") between you and the School.

Why you should read them

Please read these terms carefully as they set out the basis upon which the School provides educational services.

If you require further clarification on anything contained within these terms and conditions, please contact:

Chief Executive
John Whitgift Foundation
North End
Croydon
CR9 1SS

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1. Definitions

1.1 In these terms and conditions

"**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 the child or person named on the acceptance form and includes any pupil aged 18 or over;

"**Complaints Procedure**" means the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the School. It does not form part of the contract between you and the School. A copy of the procedure is available on the School's website or available from the School upon request;

"**contract**" has the meaning given in clause 2 below;

"**deposit**" means the amount set out and referred to as the deposit in the Acceptance Form;

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

"**Foundation**" means The Whitgift Foundation known as John Whitgift Foundation (as further identified in clause 1.2 below);

"**Head**" means the person appointed by the Foundation to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated;

"**Schedule of Fees**" means the prevailing fees notified to you from time to time and which are available on the School's website and from the School at any time upon request;

"**School Rules**" means the body of rules of the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the rules is provided to each child and is sent to parents with the Acceptance Form. Parents will be notified of subsequent changes to the rules;

"**term**" means a term of the School as notified to parents from time to time;

"**a term's notice**" means **written** notice given not later than the first day of the term *before* the term to which the notice relates;

"**terms and conditions**" means these terms and conditions as may be amended from time to time;

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in clause 1.2 below and using the trading name set out on the Acceptance Form, i.e. Whitgift School, Trinity School or Old Palace of John Whitgift School; and

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

1.2 The School is part of The Whitgift Foundation known as John Whitgift Foundation which is the governing body of the School and operates the School. The Foundation is a charity registered in England and Wales (charity number 312612) whose registered office is North End, Croydon CR9 1SS.

2. Contract

The Acceptance Form, Schedule of Fees, and these terms and conditions (as in each case may be varied from time to time) form the terms of an agreement (the "**contract**") between you and the Foundation. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

3. Acceptance and deposit

3.1 An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.

3.2 Subject to clause 5.1, the deposit is **not refundable** if your child does not take up a place at the School. The deposit will form part of the general funds of the School until it is repaid without interest subject to the deduction of any sums due to the School on your child's leaving.

4. Overseas pupils

In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, we may notify and/or supply information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the *United Kingdom Visas and Immigration* (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not).

5. Withdrawing your acceptance of a place before your child joins the School

5.1 The withdrawal 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. If you wish to withdraw your acceptance of a place before your child starts at the School, you must give us written notice and the following consequences will apply:

5.1.1. one full term's fees at the rate payable for the term of entry (not limited to the parental contribution in the case of a scholarship, bursary or other award or concession), less the deposit, will become payable as a debt immediately if less than a term's notice of withdrawal has been given (or no notice is provided at all) unless the resulting vacancy is filled immediately and without loss to the School; or

5.1.2. the deposit will be retained and forfeited if more than a term's written notice has been given except if the resulting vacancy is filled immediately and without loss to the School, but no further fees shall be payable.

6. Notice requirements

6.1 If you wish to withdraw your child from the School once they have started at the School (and other than at the normal leaving date), 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 such rate as would have been charged for the final term of provision if a term's notice had been given. For example, if you wish to withdraw your child with effect from the start of the autumn term (i.e., at the start of an academic year) then you would need to notify the Head in writing on or before the first day of the preceding summer term (i.e., the final term of the preceding academic year).

6.2 It is expected that you will consult with the Head before giving notice to withdraw your child from the School. You should contact the School if no acknowledgement of the notice is received from the School within seven days of the date of the notice.

6.3 If you wish to change your child's place at the School from a boarding to a day place or from a termly to a weekly boarding place this request would be subject to approval by the Head. If

approval is granted you must either give a term's notice or pay to the School the difference between the boarding or termly boarding and the day or weekly boarding fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.

- 6.4 In cases under clause 6.1 or 6.3 above, the appropriate sum in lieu of notice will become payable by you to us as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.
- 6.5 If you wish to withdraw your child from an activity charged for as supplemental, you must either give a term's notice to that effect or pay to the School as a debt a term's charges for the activity in which your child has ceased to participate.
- 6.6 The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

7. School rules

- 7.1 It is a condition of remaining at the School that you and your child comply with the School Rules. In addition, you promise to ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the School Rules).
- 7.2 We may undertake drugs testing of your child. The School may undertake drugs testing of pupils in accordance with its drugs or substance misuse policy which has been adopted with the aim of safeguarding the health and safety of all pupils.
- 7.3 The School may, subject to applicable data protection legislation, monitor your child's school email communication, internet use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

PLEASE READ THIS NEXT SECTION CAREFULLY

Although there will be circumstances when it is appropriate to seek a parental consent, data protection and privacy rights belong to the individual. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves and sometimes, but not always, the law may require that the decision of the child is more important than that of the parent.

In most cases, it will not in fact always be necessary or practical for us to obtain consent for every use we make of personal data of you or your child. The law recognises this but also requires that we set out clearly what these uses are as far as possible. Please also see the Data Protection Notice/Privacy Policy which is available on the School's website.

8. How we may use personal information: references, confidentiality and data protection

- 8.1 We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your

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

8.2 We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and video recordings, both whilst your child is at the School and after he or she has left, for the purposes of:

- (a) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
- (b) promoting the School to prospective pupils/parents;
- (c) publicising the School's activities; and
- (d) communicating with the school community and the body of former pupils.

In respect of (b), (c) and (d) above, this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

8.3 You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:

- (a) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
- (b) inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

8.4 You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the General Data Protection Regulation or Data Protection Act 2018 (as amended or superseded)).

8.5 The School will process personal data about you and your child in accordance with the General Data Protection Regulation and Data Protection Act 2018 (as amended or superseded) and other related legislation. We will process such personal data:

- (a) as set out in this clause 8, and in the School's 'Data Protection Notice' which is available on the School's website as may be amended from time to time;
- (b) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- (c) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

8.6 We reserve the right to forward relevant details to our professional debt collection agencies and legal advisers should you fail to maintain the payment of school fees.

9. The School's obligations

- 9.1 Subject to these terms and conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of his or her schooling. However, the School shall not be obliged to permit your child to enter the sixth form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known and may make entry to the sixth form conditional upon the results of such examinations. For the avoidance of doubt and except where the School has agreed otherwise with you in writing, if you wish to withdraw your child from the School with effect from the start of the sixth form, you must provide a term's notice in the normal manner in accordance with clause 6.1 above.
- 9.2 While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of School staff.** Where applicable, the School shall adhere to and comply with the *National Minimum Standards for Boarding Schools* (applicable from time to time) published under the Children Act 1989 (as amended or superseded).
- 9.3 Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- 9.4 **Emergency medical treatment:** If your child requires urgent medical attention while under the School's care, we will if practicable try to obtain your prior consent. However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).
- 9.5 Our prospectus describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises)).
- 9.6 We will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under clause 6.1 above.
- 9.7 We will monitor your child's progress at the School and produce regular written reports. We will advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions. A formal assessment can be arranged either by you or by the School at your expense.
- 9.8 Religious observance at the School will be conducted in accordance with the School Rules.

10. The Parents' obligations

- 10.1 In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- 10.2 You must co-operate with the School and School staff in good faith, including by:
- (a) maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract);
 - (b) encouraging your child in his or her studies, and giving appropriate support at home;
 - (c) keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);
 - (d) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
 - (e) providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education (including where the School may wish/need to provide such education remotely);
 - (f) attending meetings and keeping in touch with the School where your child's interests so require; and
 - (g) informing the School immediately of any legal/police matters, including if your child is investigated by or interviewed by the police.
- 10.3 It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child. You must inform the School of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same.
- 10.4 If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- 10.5 You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.
- 10.6 You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).

- 10.7 It is a condition of your child's joining and remaining at the School that, where required (such requirement being made known to you by the School prior to your child joining the School), you complete and submit to the School a parental absence form for your child. Amongst other things this form will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the School is not able to contact you.
- 10.8 You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under clause 10.9 below, you (and each of you) accept that the School is entitled to treat:
- (a) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
 - (b) any communication from the School to one of you as having been given to both of you.
- 10.9 A notice of withdrawal of your child served under this contract must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).
- 10.10 The Head must be informed as soon as possible in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- 10.11 If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- 10.12 If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and available from the School at any time upon request.

11. Suspension, exclusion and required removal

- 11.1 The Head may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.
- 11.2 The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.
- 11.3 Instead of expulsion or suspension, the Head may in his or her discretion require you to remove your child from the School if the Head considers that:
- (a) your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring)

the School into disrepute; and/or is not in accordance with your obligations under this contract where we have cancelled this contract under clause 15 below;

(b) your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children. If this happens, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.

11.4 Should the Head exercise his or her right under either clause 11.1 or 11.3 above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded or suspended and (save in the case of suspension) the deposit will be forfeited meaning that the School will retain the deposit. If you are required to remove your child from the School as a result of the Head exercising his or her discretion under clause 11.3(b) then the deposit will be credited in the usual way.

11.5 If your child is excluded or you are required to remove your child from the School, fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the expulsion/required removal will be refunded.

11.6 Provided you have paid the School's final invoice, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.

11.7 You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this clause 11 reviewed. Any such review shall be governed by the Complaints Procedure.

12. Insurance

You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises. Upon joining your child is offered personal accident insurance, the charge for which is added to the fees as set out in the accompanying joining letter.

13. Intellectual property rights

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

14. Changes in ownership, etc

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

15. Ending this contract

15.1 The School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

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

- (b) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not);
- (c) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
- (d) you (or either of you):
 - (i) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
 - (ii) are otherwise unable to pay your debts as they fall due;
 - (iii) are the subject of a bankruptcy petition or order; or
 - (iv) you enter into an individual voluntary arrangement; or
 - (v) 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 Head'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.

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

- (a) you have a legal right to end the contract because of something we have done wrong; or
- (b) the Foundation becomes insolvent or goes into liquidation or receivership or administrative receivership for any reason.

15.3 For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or the end of your child's schooling, whichever is later. This may be at the end of the fifth form/year 11 if your child does not meet any requirements imposed under clause 9.1 for entry to the sixth form.

15.4 Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.

16. Communications between you and the School

16.1 When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

16.2 Communications (including notices) will be sent by the School to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**

16.3 Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:

- (a) sent by email to the School;
- (b) delivered by hand to the School;
- (c) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or

(d) otherwise sent to the School's address by first or second-class post.

As set out in clause 6.2, we recommend you contact the School if you have not received an acknowledgement of your notice within seven (7) days of the date of your notice.

17. School fees, supplemental charges and payment

- 17.1 The fees include all the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, which are included in the fees unless otherwise notified to you by the School at any time.
- 17.2 We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as **supplemental charges**. By way of example, any extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination charges shall be charged as supplemental to the fees. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees.
- 17.3 Each of you remains liable to the School for all of the fees and supplemental charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.
- 17.4 A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice but that person must obtain the prior written consent of both the School and the other person who has signed the Acceptance Form.
- 17.5 If your child has been awarded a scholarship and/or bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School.
- 17.6 Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term. Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under clause 17.3 above). The fees must be paid in full on or before the first day of the term to which the invoice relates unless a direct debit arrangement is in place. **We may not allow your child to attend the School if you do not pay on time.**

The Foundation may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the Foundation and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each

term will need to be paid in not more than four (4) instalments (unless otherwise agreed in writing by the Foundation) within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice).

- 17.7 All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the School's fees invoice. All such supplemental charges must be paid in full by direct bank transfer on or before the first day of the then forthcoming term.
- 17.8 We may refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.
- 17.9 We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.
- 17.10 If you do not make any payment to the School or Foundation by the due date for payment (see clauses 17.6 and 17.7 above) we may charge interest to you on the overdue amount at the rate of 1 per cent a year above the base rate from time to time of the Foundation's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the interest together with the overdue amount.
- 17.11 You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs being costs that would be allowable by the courts if judgment was made in the School's favour).
- 17.12 We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.
- 17.13 We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under clause 6.1.
- 17.14 Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.

18. Events outside of our, or your, control

- (a) Events beyond either your or our reasonable control include, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this clause we shall refer to these as an "event".
- (b) If an event beyond our control 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 and subject to clause 18(c), 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).

(c) If the School is wholly unable to perform its obligations under this contract for a continuous period of more than fourteen (14) consecutive days, you shall not be required to pay the fees for the period of the term affected, prorated proportionately. Accordingly, and as the case may be, if the fees for the period of the term affected:

- (i) have already been paid, then you will be refunded such proportion of the fees; or
- (ii) have not been paid because the period of the term affected includes the first day of the term (and fees only became due on the first day of the term) then you shall not be required to pay such proportion of the fees.

If (ii) above applies, then the balance of the fees for the term affected shall be paid by you to the School on the date when the School resumes performance of its obligations under this contract.

(d) If the School is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the 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.

(e) Subject to clause 17.14, if your child is unable to attend (or is likely not to be able to attend) the School due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:

- (i) in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
- (ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
- (iii) if the event continues to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

19. The law that applies to this contract and where legal proceedings may be brought

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

19.2 If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

20. Changes to these terms and conditions

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