



St Augustine's Priory

TERMS AND CONDITIONS (Parent Contract)

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

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

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

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explanation, please contact the Bursar at bursar@sapriory.com to discuss.

Contents

1. Definitions
2. Equality
3. Religious observance
4. Immigration
5. Anti-money laundering and anti-bribery
6. Acceptance and Deposit
7. Withdrawing your acceptance of a place before your child joins the School
8. School Fees, Supplemental Charges and Payment
9. Notice Requirements
10. Behaviour and Discipline
11. Sanctions including Suspension, Exclusion and Required Removal
12. The School's Obligations
13. Management of change
14. The Parents' Obligations
15. Insurance
16. How we may use Personal Information: References, Confidentiality and Data Protection
17. Educational matters
18. Pastoral care
19. Health and medical matters
20. Intellectual property rights
21. Changes in ownership, etc

22. Ending this contract
23. Events outside of our, or your, control
24. Communications between you and the School
25. The law that applies to this contract and where legal proceedings may be brought
26. Changes to these terms and conditions

1. Definitions

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

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

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

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

"**contract**" has the meaning given in Clause 1(c) below;

"**deposit**" means the amount set out and referred to as the deposit in the Acceptance Form (and that is separately set out in the Schedule of Fees);

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

"**Headteacher**" means the person appointed by the Governors of the School 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 published note of the School's prevailing fees notified to you from time to time and a copy of which remains available on the School's website and from the School at any time upon request;

"**Behaviour Policy**" 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. The current version of the policy is available on our website;

"**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 relates¹;

"**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(b) below; and

¹ So if, for example, a term's notice is required to withdraw your child from an extra-curricular activity with effect from the start of the *summer* term (which is the term to which the notice relates) then **a term's notice** means you need to tell us in writing about the withdrawal, at the latest, on the first day of the *spring* term immediately before.

"**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.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words "**for example**", "**includes**" or "**including**". When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

- (b) *Who we are.* We are St Augustine's Priory School Limited, a company registered in England and Wales. Our company registration number is 00482913 and our registered office is at Hillcrest Road, Ealing, London W5 2JL. We are also a registered charity, no. 1097781.
- (c) *Our contract with you.* The **Acceptance Form**, the **Schedule of Fees**, the **Behaviour Policy** 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. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

2. **Equality**

The School is a mainstream day school for girls aged from 3 to 18 years and for boys aged 3 to 4 years. The School has a Roman Catholic 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 disabled people 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 with disabilities for whom, after reasonable adjustments, we can cater adequately.

3. **Religious observance**

Religious observance at the School will be conducted in accordance with the requirements of the Archdiocese of Westminster with regard to the teaching of Religious Education in the Catholic tradition.

4. **Immigration**

The School currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Headteacher 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. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this School and the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Tier 4 sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents.

5. **Anti-money laundering and anti-bribery**

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.

6. Acceptance and Deposit

- (a) *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-refundable 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 and pay the deposit. Entry occurs on the date when the Pupil attends the School for the first time under these terms and conditions.
- (b) *The non-refundable status of the deposit.* **The deposit is not refundable if your child does not take up a place at the School.** The limited exception to this is where the School actually fills the specific vacancy created by your child's withdrawal, in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs².
- (c) *How we use the deposit.* Unless you have indicated that you would like to donate the deposit to the St Augustine's Priory Association, the deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the School and what happens if you withdraw at that stage.*

The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about schooling for their children as it means we are less likely to fill the place. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

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

- (a) *The period of notice we require.* **If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must give us written notice before the first day of the term immediately preceding the term in which your child was due to start.** This means that if, for example, your child is due to start at the School in September at the start of an academic year then you would need to tell us in writing that you wish to withdraw your acceptance of a place on or before the first day of the preceding summer term (i.e. the final term of the previous academic year).
- (b) *If we receive that period of notice.* **If you provide that period of notice, you will lose the deposit (subject to repayment under Clause 6(b) above if the resulting vacancy is actually filled by the School) but no further fees will be payable.**
- (c) *If we do not receive that period of notice.* **If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the School as a debt. The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.**

² You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to find a replacement.

8. School Fees, Supplemental Charges and Payment

- (a) What the fees include. 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 (either in the Schedule of Fees or otherwise).
- (b) What the fees do not include: supplemental charges. 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, charges for un-returned library books and 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. A one-off fee for lifetime membership of the St Augustine's Priory Association will be levied on the Pupil joining Prep 1 or above.

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

- (c) (i) Who is responsible for ensuring payment. **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own.** Each of you remains liable to the School for all of the fees and supplemental charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. 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.
- (ii) How can one person remove him/herself from their payment responsibility. 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.
- (iii) How bursary etc awards are treated. If your child has been awarded a scholarship 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 Headteacher, 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 Headteacher 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.
- (d) How the fees are charged and payment requirements. **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 7(c)(i) above). The fees must be paid in full by direct bank

transfer, direct debit or cheque on or before the first day of the term to which the invoice relates. **We may not allow your child to attend the School if you do not pay on time.**

The School 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 School 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 by direct debit in not more than three (3) instalments (unless otherwise agreed in writing by the School) within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice). The School will issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's fees.

- (e) Payment of supplemental charges. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be invoiced separately (in which case we will send the invoice to you before the start of the next term) or included in the School's fees invoice. **All such supplemental charges must be paid in full by direct bank transfer, direct debit or cheque on or before the first day of the then forthcoming term.**

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out what rights we have, and what action we may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.

- (f) (i) Non-payment of fees: refusal to attend school. **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.**
- (ii) Non-payment of supplemental charges: refusal to participate in the relevant activity. **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.**
- (iii) We can charge interest if you pay late. If you do not make any payment to the School by the due date for payment (see Clauses 8(d) and 8(e) above) we may charge interest to you on the overdue amount at the rate of 3 per cent a year above the base rate from time to time of the School'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 School the interest together with the overdue amount.**
- (iv) We can recover our costs for recovering late or non-payments. 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).
- (v) We can notify and be notified by other educational institutions of any outstanding payments. We reserve the right to establish from a prospective pupil's current or previous school that all fees have been paid. **We are expected to inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.**

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets our right to increase the fees during the course of your child's time at the School.

- (g) Our ability to increase the fees. **We will review our fees during the course of your child's education and may increase them. We will try to give you notice of any increase not later than the final day of the preceding term. If we:**

(i) give you notice of an increase to the fees before the end of the penultimate term before the increase is to take effect, you will have 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 5(a) below; or

(ii) give you notice of an increase in fees which exceeds 2.5% later than the last day of the penultimate term before the increase is to take effect, you will be entitled to withdraw your child from the start of the following term PROVIDED THAT you give the School notice in writing of the withdrawal within twenty-one (21) days from the date when notice of the increase in fees is given. If you provide this notice you will not need to give a term's notice or pay fees in lieu of notice and will be able to withdraw your child without being responsible for fees for the next term.

(h) Fees and supplemental charges will not be reduced due to your child's absence. 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.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out what period of notice we require from you if you wish to withdraw your child from the School or remove your child from participating in an activity for which there is a supplemental charge.

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given – we refer to the relevant sum as "**fees in lieu of notice**".

9. Notice Requirements

- (a) Notice to withdraw your child from the School. If you wish to withdraw your child from the School (other than at the normal leaving date), you must either give us a clear 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. This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (i.e. at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (i.e. the final term of the preceding academic year).
- (b) When the relevant amount in lieu of notice must be paid. In cases under (a) 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.
- (c) Notice to withdraw your child from participating in an activity covered by a supplemental charge. 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.
- (d) Withdrawal part-way through a term does not reduce the amount you owe to the School. 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.

10. Behaviour and Discipline

- (a) Compliance with the Behaviour Policy. It is a condition of remaining at the School that you and your child comply with the Behaviour Policy. 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 Behaviour Policy).

- (b) *We may undertake drugs or alcohol testing of your child.* **The School may undertake drugs or alcohol testing of pupils in accordance with the Behaviour Policy.** The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils. The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
- (c) *Monitoring your child's email communications, internet use, and use of social media.* The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media. We may do this for various reasons, including ensuring compliance with the Behaviour Policy or where it is appropriate (or indeed necessary) for the School to do so in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.
- (d) *School regime.* The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Headteacher. The Headteacher is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.
- (e) *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.
- (f) *School rules and discipline.* The School rules which apply are set out in the Behaviour Policy on the School website and other documents published from time to time. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place. The Parents accept the authority of the Headteacher and of other members of staff on the Headteacher'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 Behaviour Policy which is current at the time and published on the School website 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.
- (g) *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.
- (h) *Procedural fairness.* Investigation of a complaint that 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 Headteacher before a decision is taken in such a case. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.
- (i) *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 Headteacher has acquired during an investigation.

11. Sanctions including Suspension, Exclusion and Required Removal

(a) 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 a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, suspension, or alternatively being removed or expelled.

(b) 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 paragraph (c) below.

Removal: means that the permanent removal of the Pupil from the School is required in circumstances described in paragraph (e) below.

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

Withdrawal: has the meaning set out in paragraph (e) below.

(c) 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 Headteacher shall act with procedural fairness in all such cases. The Headteacher's decision to expel shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review.

(d) Fees following Expulsion. If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.

(e) 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 Headteacher is of the opinion that:

- (i) 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
- (ii) the Parents have treated the School or members of its staff unreasonably; or
- (iii) the Parents have consistently failed to acknowledge or respond to verbal or written communications from school without good reason; or
- (iv) the Parents have persistently failed to observe the Health and Safety policy of the school and in particular failed to respect its guidance on driving and parking outside the school and in adjacent roads; then

in these circumstances, and at the sole discretion of the Headteacher, **Withdrawal** of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Headteacher shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the

Parents as well as those of the School. The Headteacher's decision to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review.

- (f) Fees following Removal. If the Pupil is removed or withdrawn in the circumstances described in clause (e), the provisions relating to Fees shall be as set out in clause (c) save that the Acceptance Deposit will be refunded without interest less any sums owing to the School.
- (g) 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.
- (a) The Headteacher's discretion to suspend or exclude your child from the School. The Headteacher may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the School if the Headteacher 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.
- (b) Where you can find examples of offences punishable by suspension or expulsion. The Behaviour Policy set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Headteacher may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.
- (c) The Headteacher's discretion to require you to remove your child from the School. Instead of expulsion or suspension, the Headteacher may in his or her discretion require you to remove your child from the School if the Headteacher considers that:
- (i) **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract where we have cancelled this contract under Clause 14 below;
 - (ii) your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Headteacher, 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.
- (d) What happens if your child is suspended, excluded or removed from the School.
- (i) Should the Headteacher exercise his or her right under either Clause 11(a) or Clause 11(c) 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 Headteacher exercising his or her discretion under Clause 11(c)(ii) then the deposit will be credited in the usual way (see Clause 6(c)).
 - (ii) 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.

- (e) Impact of exclusion or required removal on this contract. 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.
- (f) Your right to have disciplinary matters or decisions reviewed. You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Headteacher under this Clause 11 reviewed. Any such review shall be governed by the Complaints Procedure.

12. The School's Obligations

- (a) The period of your child's schooling. Subject to these terms and conditions, the School will accept your child as a pupil of the School 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 next stage of the school 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.
- (b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. 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.**
- (c) Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (d) What happens if your child needs urgent medical attention. 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 that you object to blood transfusions)).**

13. Management of change

- (a) Change. The School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and procedures, the disciplinary framework, and the length of School terms. In addition, there may be the need to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School. 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).
- (b) Consultation. It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a term's notice in writing of:

- (i) a change of ethos or culture; or
- (ii) a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or
- (iii) a change of ownership of the School.

(c) Information for parents. We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus, website and promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Headteacher that the information is accurate before returning a completed acceptance form to the School.

(g) Monitoring your child's progress at the School. 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.

14. The Parents' Obligations

(a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Headteacher and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.

(b) Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:

- (i) maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract);
- (ii) encouraging your child in his or her studies, and giving appropriate support at home;
- (iii) keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);
- (iv) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
- (v) providing 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); and
- (vi) attending meetings and keeping in touch with the School where your child's interests so require.

(c) You must notify us of your child's health/medical conditions or special educational needs. **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.

(d) Circumstances where we may require you to keep your child away from School. 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).

- (e) You must notify us of any special arrangements needed for your child. You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.
- (f) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. 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).
- (g) We require you to nominate a 'responsible adult' for us to contact in your absence. 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.
- (h) We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. 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 9(i) below, you (and each of you) accept that the School is entitled to treat:
- (iv) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
 - (v) any communication from the School to one of you as having been given to both of you.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out who needs to sign a notice of withdrawal of your child.*

- (i) We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract (ie, under any of Clauses 7(a), 8(c)(iii), 8(g), 9(a) or 9(b)) 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).
- (j) You must notify us of your child's absence from School. The Headteacher 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.
- (k) Parents must notify us if they will be absent for a period of time. 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.

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

15. **Insurance**

- (a) Your responsibility to make your own insurance arrangements. 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.

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 13, 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 our **Privacy Notice** which is available on our website.*

16. **How we may use Personal Information: References, Confidentiality and Data Protection**

- (a) We may provide a reference for your child. 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 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.
- (b) 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:
- (i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
 - (ii) promoting the School to prospective pupils/parents;
 - (iii) publicising the School's activities; and
 - (iv) communicating with the school community, the body of former pupils and members of the St Augustine's Priory Association.

In respect of (ii), (iii) and (iv), 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.

- (c) You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:
- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and

- (ii) inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.
- (d) As Tier 4 sponsor we need your consent to us providing certain information to UKVI. 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, you consent to us notifying and/or supplying 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).
- (e) We will send information (eg, school reports) about your child to both of you as a matter of course. 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 Data Protection Act 1998 (as amended or superseded)).
- (f) Data Protection Law. The School will process personal data about you and your child in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25 May 2018 the General Data Protection Regulation) and other related legislation. We will process such personal data:
 - (i) as set out in this Clause 16, and in the School's **Privacy Notice**, which is available on the School's website, as may be amended from time to time;
 - (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
 - (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

17. Educational matters

- (a) 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 will exercise reasonable care and skill in providing educational services for the Pupils but cannot guarantee that the Pupil will achieve her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- (b) 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 Headteacher, is most appropriate to the School community as a whole. We will endeavour to inform the Parents of changes and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's tutor, or other appropriate member of staff, as soon as possible, or contact the Headteacher in the case of a serious concern.
- (c) Progress reports. The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of grades, full written reports and parents' meetings.
- (d) Sex education: The Pupil will receive health and life skills education appropriate to his/her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.

- (e) Public examinations. The Headteacher may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of her professional judgement, the Headteacher considers that by doing so the Pupil's prospects in other examinations would be impaired and / or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his/her tutors.
- (f) Reports and references. Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- (g) 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". The 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.
- (h) 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.
- (i) Information about learning difficulties. The Parents shall notify the Headteacher when completing the School's Confidential Information Form and subsequently in writing if they are aware or suspect that the Pupil (or anyone in 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 Headteacher 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 teaching.
- (j) Moving up the School. It is assumed that if the Pupil satisfies the relevant criteria at the time she will progress through the School and will ultimately complete the final nursery year (boys) or Year 13 (girls). The Parents will be consulted towards the end of the Lent / Spring term 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 last day of the Lent term, or, the last day of the penultimate term) in accordance with the provisions about Notice in paragraph 9 above 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.
- (k) 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.
- (l) Pupil's work. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Headteacher, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. 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 Headteacher or staff.

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

- (i) cost more than £30; or
- (ii) require overseas travel; or
- (iii) involve an overnight stay; or
- (iv) occur during a weekend or School vacation; or
- (v) involve some element of high risk or adventure activity

will be subject to a separate agreement. The cost of such a visit will be payable in advance. The Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit. 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 an educational visit while overdue Fees remain unpaid.

18. Pastoral care

- (a) 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.
- (b) 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 supplied on request.
- (c) Pupil's rights. The Pupil, if of sufficient maturity and understanding, has certain legal rights that 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 his/her parents. If any 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.
- (d) Headteacher's authority. The Parents authorise the Headteacher to take and / or authorise in good faith all decisions which the Headteacher considers on proper grounds will safeguard and promote the Pupil's welfare. Please see Section 19.
- (e) Ethos. The ethos of the School is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and the Parents and We expect the same of the Pupil and the Parents in relation to the School or its staff.
- (f) Physical contact. The Parents consent to such physical contact with the Pupil:
- (i) as may accord with good practice; or
 - (ii) as may be appropriate and proper for teaching and instruction; or
 - (iii) for providing comfort to the Pupil in distress; or
 - (iv) to maintain safety and good order; or
 - (v) in connection with the Pupil's health and welfare.

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

- (g) Disclosures. The Parents must, as soon as possible, disclose to the School in confidence:
- (i) any known medical condition, health problem or allergy affecting the Pupil;
 - (ii) any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family;
 - (iii) any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
 - (iv) any family circumstances or court order which might affect the Pupil's welfare or happiness;
 - (v) any concerns about the Pupil's safety;
 - (vi) any material change in the financial circumstances of the Parents.
 - (vii) if it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.
- (h) Confidentiality. The Parents authorise the Headteacher 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:
- (i) email;
 - (ii) the internet; and
 - (iii) mobile electronic devices.

See also the School's ICT Acceptable Use Policy.

- (i) Special precautions. The Headteacher needs to be aware of any matters that are relevant to the Pupil's safety and security. The Headteacher 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. The Parents may be excluded from School premises if the Headteacher, 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.
- (j) 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 School Rules. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours.
- (k) 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 Headteacher 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.
- (l) Communications from the Parents. 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. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the School.

- (m) *Absence of the Parents.* When both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer, the Headteacher 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.
- (n) *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.
- (o) *Photographs or images (including video recordings).* By signing the acceptance form or agreeing to these Terms and Conditions the Parents consent, as far as is required under data protection law, to the School obtaining and using photographs or images (including video recordings) of the Pupil for:
- (i) use in the School's promotional material such as the prospectus, the website or social media;
 - (ii) press and media purposes;
 - (iii) educational purposes as part of the curriculum or extra-curricular activities.

The School may seek specific consent from the Parents before using a photograph or video recording where the School considers that the use is more privacy intrusive. Where the Pupil is of sufficient maturity (usually when aged around 13) we may seek the Pupil's specific prior consent in addition to or instead of the Parents' consent. We would not disclose the home address of the Pupil without the Parents' consent.

- (p) *Request for confidentiality.* The Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us not to use photographs of the Pupil in promotional material or 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 Headteacher in writing, requesting an acknowledgment of their letter.
- (q) *Transport.* The Parents consent to the Pupil travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- (r) *Pupil's personal property.* The Pupil is responsible for the security and safe use of all his/her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the School.
- (s) *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.
- (t) *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.

19. Health and medical matters

- (a) Medical declaration. Before the Pupil enters the School the Parents will be asked to complete a Confidential Information Form concerning the Pupil's health and must inform the Headteacher 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.
- (b) Medical care. The Parents must comply with the School Nurse's recommendations which may include a reasonable decision to release the Pupil home or to his/her education guardian when she is unwell.
- (c) Pupil's health. The Headteacher may at any time require a medical opinion or certificate as to the Pupil's general health where the Headteacher 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.
- (d) Medical information. Throughout the Pupil's time as a member of the School, the School Nurse 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.
- (e) Emergency medical treatment. The Parents authorise the Headteacher to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

If a Pupil has been prescribed medication such as inhalers for asthma and / or medication for those at risk of anaphylaxis, such as adrenaline pens, it is compulsory for these to be supplied to the school by the Parent. It is the Parent's responsibility to ensure that an adequate and in date supply is held by the school. Failure to do this will result in the pupil not being allowed in school, or on any school trip / fixture until such supplies have been provided.

20. Intellectual property rights

Intellectual property

We acknowledge the intellectual property rights created, generated or owned by or vested in the Pupil. 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 rights (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.

Pupil's work

The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Headteacher, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. 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 Headteacher or staff.

21. Changes in ownership, etc

The circumstances in which we may transfer this contract to someone else. 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.

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

22. Ending this contract

- (a) *Our rights to end the contract.* The School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:
- (i) you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
 - (ii) 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);
 - (iii) 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;
 - (iv) you (or either of you):
 - (aa) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
 - (bb) are otherwise unable to pay your debts as they fall due;
 - (cc) are the subject of a bankruptcy petition or order; or
 - (dd) you enter into an individual voluntary arrangement; or
 - (v) you otherwise do not comply with (ie, 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.
- (b) *Your rights to end the contract.* You may end this contract at any time by notice in writing to the School if:
- (i) you have a legal right to end the contract because of something we have done wrong; or
 - (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) *When this contract will end if not terminated early.* For the avoidance of doubt and without us having to provide you with notice, this contract shall end 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 if your child does not meet any requirements imposed under Clause 8(a) for entry to the sixth form.

- (d) Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.

23. Events outside of our, or your, control

- (a) What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including, 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 23 we shall refer to these as an "event".

- (b) What happens if we are affected by an event outside of our control. 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 23(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) Circumstances in which we may refund fees to you. If the School is wholly unable to perform its obligations under this contract for one of the reasons listed in the relevant insurance policy 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) Events lasting more than 6 months. 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) What happens if your child is affected by an event outside of your control. Subject to Clause 10(h), 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.

24. Communications between you and the School

- (a) Notices must be in writing. When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- (b) We will use the contact details held by the School to contact you. 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.**
- (c) How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Headteacher and either:
 - (i) sent by email to the School using this email address: head@sapriory.com
 - (ii) delivered by hand to the School;
 - (iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
 - (iv) otherwise sent to the School's address by first or second class post.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 7, 8(c)(iii), 8(g), 9(a), 9(b) or 9(d) of these terms and conditions you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours after sending the notice.

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

- (a) The law that applies to this contract. 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.
- (b) Rights in relation to the enforcement of this contract. 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.

26. Changes to these terms and conditions

- (a) Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School.
- (b) Consumer rights. Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws 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. Nothing in these terms and conditions affects the Parents' statutory rights.
- (c) 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.

- (d) Interpretation. These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these terms and conditions.
- (e) Jurisdiction. This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.