



**DOWNSEND
SCHOOL**

Inspiring Young Minds

Parent Contract

2021-2022

Downsend School

Terms and Conditions

1 Introduction

1.1 **This contract:** You are entering into a contract with the School for the provision of educational services, the terms of which are set out in the following documents:

- 1.1.1 these terms and conditions;
- 1.1.2 the letter of offer;
- 1.1.3 the Acceptance Form;
- 1.1.4 the fees list; and
- 1.1.5 the Conditions of Award, if applicable

(the "**Contract**").

If there is any inconsistency between the terms set out in the documents listed above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

1.2 **Variations:** these terms and conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.

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

1.4 **Managing change:** Downsend School, as any other school, is likely to undergo a number of changes during the time the Child attends the School. Please see Section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2 Terminology

2.1 The definitions in this clause apply in these terms and conditions:

"Acceptance": means the acceptance by the Parents of an offer of a place at the School by completing and returning the Acceptance Form to the School. Accept and Accepted shall be interpreted accordingly.

"Acceptance Date": means the date on which the School receives the Acceptance Form.

"Acceptance Form": means the acceptance form which the Parents must complete and return to the School in order to Accept the offer of a place at the School.

"Acceptance Deposit": means the acceptance deposit as shown on the fees list for the relevant year.

"Additional Deposit": means the additional deposit as shown on the fees list for the relevant year.

"Applicant": means the child named in a Registration Form.

"Bring Your Own Device scheme": means the scheme that applies when a Child brings their own device to School.

"Bursar": means the Bursar or Business Manager of the School, as applicable.

"Cancellation": means the cancellation of a place at the School which has been Accepted by the Parents and which occurs before Entry. Cancel and Cancelled shall be interpreted accordingly.

"Director of Education": means the Director of Education of Cognita Schools Limited.

"Entry": means the date when the Pupil attends the School for the first time under this Contract. Entered and Enter shall be interpreted accordingly.

"Expulsion": means that the Pupil is required to leave the School permanently in circumstances described in clause 8.12. Expel and Expelled shall be interpreted accordingly.

"Fees": means the fees payable by the Parents to the School in respect of the Pupil. For information about what is included or not included within the Fees, please see clauses 4.1 and 4.2.

"Fees for Extra Tuition": means the fees for extra tuition payable as set out in the fees list or School's website.

"Fees in lieu of Notice": means the Fees in full at the rate applicable for the next Term following Withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession.

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

"Full Term's Written Notice": means written notice given before the first day of a Term and expiring at the end of that Term by (unless the contrary is stated in these terms and conditions):

- i. both Parents; or
- ii. one of the Parents with the prior written consent of the other Parent; and
- iii. in either case the prior written consent of any other person with Parental Responsibility where appropriate; or

- iv. one Parent only where the family is a single parent family and no one else has Parental Responsibility,

addressed to and received by the Head personally or the Bursar on the Head's behalf. By way of example only, if Parents do not intend for the Pupil to return in the Autumn Term of the following academic year, a Full Term's Written Notice is served if the Parents give notice before the start of the Summer Term of the current academic year.

"Head": means the Head of the School as appointed by the Director of Education (which may include the Head of the Junior and/or Senior School (if applicable)) who is responsible for the day-to-day running of the School.

"Medical Information and Consent Form": means the medical information and consent form to be completed by the Parents and provided to the School.

"Nursery Deposit": means the nursery deposit as shown on the fees list for the relevant year.

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

"Parents" or "You" or "Your": means any person who has signed the Acceptance Form. The Parents are both individually and jointly legally responsible for complying with their obligations under these terms and conditions. This means that, for example, We can ask one Parent to pay the full amount of the Fees rather than part only of the Fees.

"Pupil" or "Child": means the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with British custom and evidenced by documentation.

"Reception": means the first class at the School for children aged between four and five.

"Registration Form": means the registration form submitted by the parent(s) to register their child for a place at the School.

"Registration Fee": means the non-returnable registration fee to be paid by a parent when submitting the Registration Form as indicated on the fees list or School's website.

"Removal": means the permanent removal of the Pupil from the School and is required in circumstances described in clause 8.14.

"Review": shall have the meaning given in clause 8.17.

"Supplementary Charges": shall have the meaning given in clause 4.2.

"Suspension": means that the Pupil is sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or pending a Review. Suspend and Suspended shall be interpreted accordingly.

"School" or "We" or "Us" or "Our": means Cognita Schools Limited, trading as Downsend School, which includes the Junior School and/or the Senior School (if applicable), as now or in the future constituted (and any successor). The School is constituted as a company limited by shares.

"School's Community Fund": means the School's separate fund for use in the School community, for example to help with the School's Scholarship or Bursary provision, or to assist parents in times of hardship.

"School Fee Plan": means the nominated provider of fees as selected by the Parents from time to time.

"Term": means the period between and including the first and last days of the relevant school term.

"Tuition Fee": means the tuition fee payable for each Term, as set out in the fees list or School's website.

"Withdrawal": means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without a Full Term's Written Notice under this Contract at any time after Entry. Withdrawn and Withdraw shall be interpreted accordingly.

"Working Day": means a day, other than a Saturday, Sunday or public holiday in England, when banks in England are open for business.

3 Entry to the School

3.1 Registration and Acceptance: Applicants will be considered as candidates for Entry to the School when:

3.1.1 the Registration Form has been completed and returned to Us and the Registration Fee has been paid;

3.1.2 the Acceptance Form has been completed and returned to Us and the Acceptance Deposit, Additional Deposit (if applicable), Nursery Deposit (if applicable) and 1 Term's Fees (if applicable) have been paid; and

3.1.3 the School has received satisfactory documentation from the Parents in accordance with its admissions procedure e.g. identity documents.

The Contract is formed when the Acceptance Form is received by the School. Entry shall be subject to availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time.

3.2 Equality: The School is an independent day school currently for girls and boys of the ages stipulated on the School's website. The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, Our physical facilities for those with disabilities are limited, but We will do all that is reasonable to ensure that We accommodate the needs of Applicants and Pupils who have disabilities for which, after reasonable adjustments, We can cater for adequately. This shall include complying with Our legal and moral responsibilities under equality legislation.

3.3 Offer of a place and deposit: The Acceptance Deposit together with 1 Term's Fees (if applicable) is payable by the Parents on the Acceptance Date. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid on the written request of the Parents subject to the final payment of the Fees and all other sums due to the School on leaving, unless stated otherwise in these terms and conditions or unless:

3.3.1 the payment of the Fees is by way of a School Fee Plan, in which case the Acceptance Deposit, Additional Deposit (if applicable) and Nursery Deposit (if applicable) shall be retained by the School and paid to the applicable School Fee Plan; or

3.3.2 the Parents wish to donate the Acceptance Deposit, Additional Deposit or Nursery Deposit to the School's Community Fund.

If the School is unable to return the Acceptance Deposit, Additional Deposit (if applicable) or Nursery Deposit (if applicable) within 12 months of the Child leaving the School, the Acceptance Deposit, Additional Deposit (if applicable) and/or Nursery Deposit (if applicable) will be donated to the School's Community Fund. See also clause 9.5.

3.4 **Nursery Deposit:** If the Parents accept an offer of a Nursery place, a Nursery Deposit will be payable on the Acceptance Date. The Parents acknowledge that where the Pupil is admitted to the School in the nursery year, he / she will progress into Reception at the School unless he / she does not meet the admissions criteria set out from time to time, and the Nursery Deposit will be repaid in the Reception year on the written request of the Parents, subject to the final payment of the Fees and all other sums due to the School. The Parents agree that if the Pupil is Withdrawn at any time after Entry and before the first day of Reception, the Nursery Deposit will be retained by the School.

3.5 **Additional Deposit:** The School may require payment by Parents on the Acceptance Date of an Additional Deposit in the case of a Pupil whose normal residence is outside of the United Kingdom. The Additional Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid on the written request of the Parents subject to the final payment of the Fees and all other sums due to the School on leaving, unless stated otherwise in these terms and conditions (including, without limitation, clause 3.3). See also clause 9.5.

3.6 **International Students:** The School currently holds a student sponsor licence to sponsor international students under the points-based system of immigration. The Parents must inform the Head when returning a completed Registration Form or at any other time before Entry if their Child requires sponsorship from the School in order to obtain 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 student sponsor, including passport, visa and/or vignette or biometric immigration document and/or share code of the Child and, where necessary, the Parents. Information may also be required and must be provided by the Parents in respect of a Pupil accompanying Parent(s) who hold Skilled Work visa(s). Please also see clause 9.12.

3.7 **Immigration:** If Your Child is not a British or Irish citizen and the School is not sponsoring Your Child as a child student (as discussed in clause 3.6 above), You must enclose satisfactory evidence of Your Child's right to live in the UK and study at the School when You complete and return the Acceptance Form. The School may terminate the Contract if at any time the School discovers that Your Child does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.

4 Fees

4.1 **What the Fees include:** Unless set out in the fees list or the School's website, or notified to You at any time, the Fees include the costs We incur in the usual course of educating Your Child, including, but not limited to, the Registration Fee, the Acceptance Deposit, the Additional Deposit, the Nursery Deposit and the Tuition Fees.

4.2 **What the Fees do not include:** The Fees do not include Supplementary Charges, which shall be payable in addition to the Fees. You will be informed of any Supplementary Charges that are not covered by the Fees. "**Supplementary Charges**" means those charges which are additional to the Fees. For example, Fees for Extra Tuition, or charges for any extra-curricular activities (such as individual music lessons, trips and visits) which You have agreed in advance Your Child may participate in. Supplementary Charges may also include: (a) other extras such as clothing and

equipment, photographs or other items ordered by the Parents or the Pupil; (b) charges arising in respect of some educational visits; (c) charges incurred by the School in providing for the special educational needs of Your Child; (d) charges incurred by the School in respect of damage (or insurance excess) where the Pupil alone or with others has caused loss or damage to School property or the property of any other person (fair wear and tear excluded); or (e) bank charges arising from default in Fees or Supplementary Charges payment, or late payment charges if incurred.

- 4.3 **Payment of fees:** The Parents jointly and severally agree to pay the full amount of Fees at the rate applicable to each Term to which they relate directly to the School or via a School Fee Plan. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the School Term to which they relate. The Parents jointly and severally agree to pay the Supplementary Charges. If an item on any invoice is under query, Parents should contact the School promptly to let the School know. The Parents will not have to pay any interest on the disputed sum until the dispute is resolved. Once the dispute is resolved, the School will charge interest on correctly invoiced sums from the original due date. In the event of an increase in Fees in accordance with clause 4.14, the Parents shall pay the full amount of the increased Fees. Payment of Fees under this Contract and any other agreement for the payment of Fees shall be by direct debit, bank transfer or standing order, unless otherwise notified by the School. Payment of Fees by cash or cheque will not be accepted. Supplementary Charges are payable via Cognita Connect.
- 4.4 **Payment of fees by a third party:** Fees or Supplementary Charges payable by a third party (for example, an employer, grandparent or step-parent without Parental Responsibility or third party credit provider (such as a School Fee Plan)) will be subject to a separate agreement between the School, the Parents and the third party. An agreement with a third party (including a School Fee Plan provider) to pay the Fees or any other sum due to the School does not release the Parents from liability for payment of the Fees or Supplementary Charges if the third party defaults unless an express release has been given in writing, signed by the Bursar. The School may refuse payment from a third party including, without limitation, where the School is not satisfied as to the identity of the third party or the source of the funds.
- 4.5 **Reimbursement of fees paid by the School:** If the School is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall reimburse the School in full for all losses, expenses (including legal expenses) and interest suffered or incurred by the School.
- 4.6 **Refund or waiver:** Save where there is a legal liability, including liability under a court order or under the provisions of this Contract to make a refund or reduction of Fees or Supplementary Charges, Fees and Supplementary Charges will not be refunded or reduced and will still be due if:
- 4.6.1 the Pupil is absent through illness; or
 - 4.6.2 a Term is shortened or a vacation extended; or
 - 4.6.3 the Pupil is released home before or after public examinations (if applicable) or otherwise before the normal end of a Term; or
 - 4.6.4 the School is temporarily closed for the health and safety of those at the School; or
 - 4.6.5 for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

See also Section 10 for information about events beyond the control of the parties.

- 4.7 **Exclusion for non-payment:** The School may exclude the Pupil by giving written notice if Fees are overdue for payment and the Parents do not make payment within 7 days of the date of the School's notice that payment is overdue. If the Pupil is excluded for a period of 28 consecutive days or more, he / she will be deemed Withdrawn. Exclusion in these circumstances is not a disciplinary matter and the right to a Review will not normally arise. The School may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.
- 4.8 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees or Supplementary Charges which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. The Parents acknowledge that the School may take such action as it determines to recover any unpaid Fees or Supplementary Charges and all associated costs and expenses (including instituting debt recovery action) at any time, without notice. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees or Supplementary Charges regardless of the value of the School's claim.
- 4.9 **Part payment:** Any sum paid that is less than the sum due and owing may be accepted by the School as part payment only. Please see clause 4.3 which relates to the requirement of the Parents to pay the full amount of Fees including any increases applicable to the Term to which they relate. Late payment charges may be applied to any unpaid balance of Fees, as set out in clause 4.8.
- 4.10 **Appropriation:** The School shall allocate payments made to the oldest debt on the Fees account. The Parents agree that a payment made in respect of one Child may also be appropriated by the School to the unpaid account of any other Child of the Parents.
- 4.11 **Instalment arrangements:** An agreement by the School to accept payment of current and / or past and /or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
- 4.12 **Composition schemes:** Lump sum advance payments of Fees are no longer accepted by the School. The School may allow existing arrangements to continue, which shall continue to be subject to a separate agreement.
- 4.13 **Scholarships and bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff reasonably. Persistent late payment of Fees may result in the award being removed. The terms on which such awards are offered and accepted by the School will be notified to Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed.
- 4.14 **Fees increases:** We will review Our Fees during the course of Your Child's education (usually, but not limited to, annually) and may increase them. If the Parents receive less than a Term's notice of a Fees increase they may give to the School a Full Term's Written Notice of Withdrawal of the Pupil within 21 days from receipt of the notice and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School. As set out in clause 4.3 above, Fees must be paid in full for the Term to which they relate including the amount of any increase. Please see also clause 4.3 and 4.9 above.

- 4.15 **Early Years Funding:** Where part of the Fees is funded by early years funding, Parents must pay any remaining Fees not covered by this funding as per the School's website.
- 4.16 **Information about Fees:** The Parents acknowledge that the School may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also understand that the School may inform any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.
- 4.17 **Identity of Fees payer:** From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.

5 Educational matters

- 5.1 **Provision of education:** The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 5.2 **Organisation of the curriculum:** We will organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. We will endeavour to inform the Parents of 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 Head in the case of a serious concern.
- 5.3 **Progress reports:** The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of any of the following (as determined by the School): parents' evenings, report cards, assessment grades and/or written reports.
- 5.4 **Sex education (if applicable):** The Pupil will receive health and life skills education appropriate to his / her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.
- 5.5 **Public examinations:** The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of his / her professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and / or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his / her tutors.
- 5.6 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but the School does not guarantee that this information is accurate or error free.
- 5.7 **Special educational needs:** The School shall do what is reasonable to detect and deal appropriately with any difficulty (including but not limited to social, emotional, behavioural or learning difficulty) which is considered to be a "special educational need". The School staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

- 5.8 **Screening for learning difficulties:** The screening tests available to schools are indicative only: they may not be accurate or reliable. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. The School will determine the appropriate provision for the Pupil based on its own assessments, however, a formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
- 5.9 **Information about special educational needs:** The Parents shall notify the Head when completing the School's confidential information form and subsequently in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a difficulty which is considered to be a special educational need and the Parents must provide the School with copies of all written reports and other relevant information. The Pupil's place will be Cancelled, or, once the Pupil has started, the Parents will be asked to Withdraw the Pupil, without being charged Fees in lieu of Notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate) following the consideration or provision of reasonable adjustments, 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 where it is lawful to do so.
- 5.10 **Moving up the School:** It is assumed that if the Pupil satisfies the relevant criteria at the time he / she will progress through the School and will ultimately complete the last academic year of the School. The Parents will be consulted before the end of the Spring Term in the relevant academic year(s) 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 the required Full Term's Written Notice (i.e. before the first day of the Summer Term) in accordance with this Contract if they do not intend the Pupil to proceed to the next stage of the School, or a Term's Fees in lieu of Notice will be payable.
- 5.11 **Intellectual property:** Where the Pupil creates a copyright work, including where the work is created jointly with any member of staff, or another pupil, the School may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet or public website.
- 5.12 **Pupil's work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. Certain coursework (if applicable) 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 responsibility for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.
- 5.13 **Consent for educational visits:** A variety of educational visits will be provided for the Pupil. Parents will be provided with relevant information in advance of educational visits. Unless Parents specifically notify the School in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the Acceptance Form or agreeing to be bound by these terms and conditions the Parents consent to the Pupil taking part in off-site activities, sporting fixtures and adventure activities (which may extend beyond the normal start and finish of the school day) provided each visit or activity costs £100.00 or less. Parents agree that the Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit. All other educational visits not covered by this clause 5.13 will be subject to the Parents' prior approval.
- 5.14 **The cost of educational visits:** The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause 5.13 above. The cost of a visit in excess of £100.00 will be payable in advance and may be subject to a separate agreement. 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 may prevent the Pupil from taking part in an educational visit while overdue Fees remain unpaid.

6 Pastoral care

- 6.1 **The School's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others. For information on the School's policy regarding digital safety, please refer to the digital safety policy available on the School's website.
- 6.2 **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by Us must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure is published on the School website and can be supplied on request. See also clause 8.19.
- 6.3 **Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with 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.
- 6.4 **Head's authority:** The Parents authorise the Head to take and / or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare. Please see Section 7.
- 6.5 **Ethos:** The ethos of the School is to foster good relationships between pupils and between members of 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, its staff and the School community as a whole. Parents should refer to Section 8 for the possible sanctions which may be imposed should a Parent or a Pupil not comply with the standards set out above in this clause 6.5.
- 6.6 **Dietary Requirements:** Each Pupil attending the School receives meals provided by the School in accordance with the meal arrangements notified by the School to the Parents. The Parents should advise the School in writing of any dietary requirements or allergies. A doctor's note should be provided if the Pupil has a medically diagnosed food allergy. All reasonable care will be taken to ensure that the Pupil does not come into contact with certain foods. If the School provides meals for Pupils in accordance with this clause, food should not be brought onto the School's premises by the Pupil unless otherwise agreed between the School and the Parents.
- 6.7 **Physical contact:** The Parents consent to such physical contact with the Pupil:
- 6.7.1 as may accord with good practice; or
 - 6.7.2 as may be appropriate and proper for teaching and instruction; or
 - 6.7.3 for providing comfort to the Pupil in distress; or
 - 6.7.4 to maintain safety and good order; or
 - 6.7.5 in connection with the Pupil's health and welfare.

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

- 6.8 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- 6.8.1 any known medical condition, health problem or allergy affecting the Pupil;
 - 6.8.2 any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;
 - 6.8.3 any disability, special educational need or any social, emotional or mental health needs on the part of the Pupil;
 - 6.8.4 any family circumstances or court order which might affect the Pupil's welfare or happiness;
 - 6.8.5 any concerns about the Pupil's safety;
 - 6.8.6 any significant change in the financial circumstances of the Parents;
 - 6.8.7 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.
- 6.9 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a need-to-know basis, including to the appropriate outside agencies, 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. The School shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, need-to-know basis. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have.
- 6.10 The School reserves the right to monitor the Pupil's use of:
- 6.10.1 e-mail;
 - 6.10.2 internet; and
 - 6.10.3 mobile electronic devices.
- See also the School's policy on acceptable use of IT and email.
- 6.11 **Special precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed.
- 6.12 **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 or regulations. The School is not legally entitled to prevent a Pupil aged 16 years or over from leaving School premises during School hours.
- 6.13 **Residence during Term time:** Except where otherwise arranged, the Pupil is required during Term time, and at weekends and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately if the Pupil will be residing during Term time under the care of someone other than the Parents or his or her education guardian.
- 6.14 **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

(if applicable) unless there is clear evidence of a contrary view. This requirement does not apply to the giving of a Full Term's Written Notice for the Cancellation of a place or the Withdrawal of the Pupil from the School. Those persons who are required to consent to or to give a Full Term's Written Notice of Cancellation or Withdrawal are set out in clause 2.1.

- 6.15 **Absence of Parents:** When both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer, the Head must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of the Pupil.
- 6.16 **Collection of the Pupil:** The Head must be notified in writing if anyone other than a Parent is collecting the Pupil. The School will not permit a Child to leave with a third party unless notification has been received. In the case of an emergency the School may operate a password system.
- 6.17 **Late Collection:** The School may charge a late collection fee, as per the School's fees list, for each occasion the Pupil is collected after the School's published hours. This charge reflects the additional cost of providing necessary staffing levels.
- 6.18 **Education guardians:** The Parents if resident outside the United Kingdom must appoint before Entry 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 any decisions when necessary. The School can accept no responsibility for the Pupil when he / she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.
- 6.19 **Photographs or images (including video recordings):** Subject to clause 6.20, the School will use photographs of the Pupil for use in the School's manual ID system and for educational purposes as part of the curriculum or extra-curricular activities.

Parents and, where the Pupil is of sufficient maturity (usually when aged 13 or older), will be asked to complete the School's Photo Consent Form. Where consent is provided, the School may obtain and use photographs or images (including video recordings) of the Pupil for:

- 6.19.1 use in the School's promotional material such as the prospectus, the website and social media;
- 6.19.2 press and media purposes;
- 6.19.3 use within the School, e.g. on notice boards, in powerpoint presentations and on display in classrooms;

The School may seek specific consent from the Parents (and Pupil where appropriate) before using a photograph or video recording of the Pupil where the School considers that the use is more privacy intrusive. We would not disclose the home address of the Pupil without the Parents' (and Pupil's where appropriate) consent.

For more information about how the School uses photographs and videos of Pupils, please see our Privacy Notices, which are available on the School's website.

- 6.20 **Request for confidentiality:** Subject to clause 6.9 and clause 7.4, the Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us to not use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the School roll

confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the Head in writing, requesting an acknowledgement of their letter.

- 6.21 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and / or in a roadworthy motor vehicle (with valid MOT) driven by an adult who is duly licensed and insured to drive a vehicle of that type and who has satisfied the School's internal checks.
- 6.22 **Pupil's personal property:** The Pupil is responsible for the security and safe use of all his / her personal property including but not limited to money, mobile electronic devices, locker keys, watches, computers including those required under any Bring Your Own Device scheme (if applicable), musical instruments and sports equipment, and for property lent to them by the School.
- 6.23 **Bring Your Own Device:** The Parents agree that the Pupil will be responsible for any device including those provided under any Bring Your Own Device scheme (if applicable) and the Pupil will use the device in accordance with the School's relevant rules and policies.
- 6.24 **Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.
- 6.25 **School's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

7 Health and medical matters

- 7.1 **Medical declaration:** The Parents will be asked to complete a Medical Information and Consent Form (or any other document required by the School) concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.
- 7.2 **Medical care:** The Parents must comply with the School's recommendations which may include a reasonable decision to release the Pupil home or to his/her education guardian when he / she is unwell. It is expected that Parents will take prompt action to ensure that the Pupil is transported home at the earliest possible opportunity in such circumstances.
- 7.3 **Pupil's health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement in the interests of the Pupil and / or the School community. The Pupil, if of sufficient age and maturity, is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.
- 7.4 **Medical information:** Throughout the Pupil's time as a member of the School, the School, at the direction of the Head, shall have the right to disclose medical information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, need-to-know basis.
- 7.5 **Emergency medical treatment:** The Parents authorise the Head to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

8 Behaviour and discipline

- 8.1 **School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Director of Education to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.
- 8.2 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents are expected to: (a) uphold and promote the School's good name; (b) where applicable, continue education at home. Where the School provides materials or access to materials and/or provides instructions about teaching to be provided then the Parents should use their best efforts to ensure that this is covered by the Pupil whilst being educated at home; and (c) ensure that the Pupil will take full part in the activities of the School as well as ensuring that the Pupil will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School rules about the wearing of uniform and general appearance.
- 8.3 **School rules:** The School rules which apply are set out in the School's behaviour policy and other documents available to review by the Parents. The Parents are requested to read these documents carefully with the Pupil before they Accept the offer of a place.
- 8.4 **Parents' conduct:** The Parents are expected to support a cooperative and safe School environment. The School encourages a positive working relationship with Parents by supporting Parents to participate fully in their Child's education and upholding the values of the School. However, if a Parent exhibits behaviour that the School determines is in any way disruptive, or inappropriate, then the School may discuss such behaviour with the Parent. The Parent may also be issued a warning. If the behaviour escalates, then the consequences in clause 8.5 below, may also apply.
- 8.5 **Access to School Premises:** The School may require the exclusion of an individual (including a Parent or Pupil) from the School premises if the School determines in its absolute discretion that the individual's behaviour is aggressive, threatening, abusive or insulting or poses a risk to School staff, Pupils or any member of the School community as a whole. The individual will be allowed to make representations to the Head if they dispute the School's decision under this clause 8.5. The School can either:
- 8.5.1 exclude the individual from the School's premises temporarily, until the individual has had the opportunity to formally make representations to the Head in accordance with this clause 8.5, or
 - 8.5.2 inform the individual that the School intends to exercise its rights under this clause 8.5 and invite them to make representations to the Head by the deadline notified to the individual, or the individual's representations have been heard, the Head can decide whether to continue with the exclusion of the individual from the School's premises. The decision will be reviewed within a reasonable period of time from the exclusion, the timing of such to be determined by the Head.
- 8.6 **School discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's policy on behaviour and discipline current at the time and published on the School website apply to all pupils at the School and at all times when the Pupil is in or at school, representing the School or wearing School uniform, travelling to or from School, on School-organised trips or associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the School community

or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.

- 8.7 **Investigative action:** An allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his / her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, unless the School is prevented from doing so by the police if they are involved. If considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parents' expense.
- 8.8 **Procedural fairness:** Investigation of an allegation, complaint or rumour which could lead to Expulsion, Removal or Withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. If a disciplinary meeting with the Head is required before a decision is taken, the School will make reasonable efforts to notify the Parents or education guardian so that they can attend. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his / her choice.
- 8.9 **Divulging information:** Except as required by law, the School and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.
- 8.10 **Drugs and alcohol (if applicable):** 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 policies. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
- 8.11 **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 or Suspension or Removal or Expulsion.
- 8.12 **Expulsion:** The Pupil may be formally expelled from the School if it is proven on the balance of probabilities (as determined by the Head) 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 Head shall act with procedural fairness in all such cases. The Head's decision to Expel shall be subject to a Review if requested by the Parents. The Pupil shall be Suspended from the School pending the outcome of the Review. See clause 8.17 and clause 8.18.
- 8.13 **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, but the Additional Deposit (if paid) will be refunded without interest less any sums owing to the School. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.
- 8.14 **Removal in other circumstances:** The Parents may be required to Remove the Pupil permanently from the School if, after consultation with the Parents (and if appropriate the Pupil), the Head is of the opinion that:
- 8.14.1 the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or

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

8.14.3 if the Parents have treated the School, members of its staff or any member of the School community unreasonably,

At the sole discretion of the Head, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Head shall act with procedural fairness in all such cases and shall have regard to the interests of the Pupil and the Parents as well as those of the School. The Head's decision to require the Removal of the Pupil shall be subject to a Review if requested by the Parents. The Pupil shall be Suspended from the School pending the outcome of the Review. See clause 8.17 and clause 8.18.

8.15 **Fees following Removal:** If the Pupil is Removed or Withdrawn in the circumstances described in clause 8.14, the provisions relating to Fees shall be as set out in clause 8.13 save that the Acceptance Deposit, Additional Deposit (if applicable) and Nursery Deposit (if applicable), if paid, will be refunded without interest less any sums owing to the School.

8.16 **Leaving status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Removal or Withdrawal.

8.17 **Review:** The Parents may request a review panel hearing ("**Review**") of a decision to Expel or require the Removal of the Pupil from the School (but not a decision to Suspend the Pupil unless the Suspension is for 11 School days or more, or would prevent the Pupil taking a public examination). The request shall be made as soon as possible and in any event within 7 days of the Head's decision being notified to the Parents. The Review panel will be appointed by the Director of Education. A Review will be conducted under fair procedures in accordance with the requirements of natural justice. The Parents will be given a copy of the Review procedure current at the time.

8.18 **Pupil's status pending Review:** If the Parents request a Review, the Pupil will be Suspended from School until the Review has been completed. While Suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head.

8.19 **Complaints procedures:** A complaint as described in clause 6.2 about any matter of School policy or administration not involving an Expulsion or Removal of the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9 Provisions about Notice

9.1 **A Full Term's Written Notice:** Except where otherwise stated in these terms and conditions, a Full Term's Written Notice must be given if:

9.1.1 the Parents wish to Cancel a place after the Acceptance Date; or

9.1.2 the Parents wish to Withdraw the Pupil after Entry; or

9.1.3 the Pupil will not return for the following year even if he / she has achieved the required grades.

Please also see clause 5.10.

- 9.2 **Notice:** It is expected that the Parents will consult with the Head before giving a Full Term's Written Notice to Withdraw the Pupil. The Parents should contact the School if no acknowledgement of notice is received from the School within 7 days of the date of the notice.
- 9.3 **Fees in lieu of Notice:** Fees in lieu of Notice will be payable in circumstances where the Parents have not given a Full Term's Written Notice. One Term's Fees in lieu of Notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- 9.4 **Deferrals:** The Parents may defer their Child's place at the School for one Term without incurring any additional charges for the deferral, provided that the Pupil attends the School in the Term immediately after the deferred Term. If the Parents defer their Child's place at the School for more than one Term, then whether fees equivalent to Fees in lieu of Notice may be payable, will be determined by the Head acting reasonably.
- 9.5 **Cancellation rights (Consumer Contracts Regulations 2013):** This legislation offers a cancellation right only where the Contract has been concluded entirely at a distance, meaning online, by post, or by phone. If the right exists, the Parents may without giving any reason cancel this Contract at any time within 14 days after the Acceptance Date. The Parents must make it clear that they are Cancelling the Contract before expiry of the cancellation period by contacting the Head or Bursar by email before expiry of the cancellation period. In such circumstances the Acceptance Deposit and the Additional Deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this Contract.
- 9.6 **Cancelling Acceptance:** Unless the Parents have the right to Cancel under clause 9.5 (in which case clause 9.5 shall apply) or are Cancelling a place offered in the Term before Entry (in which case clause 9.7 shall apply), this clause shall apply to Cancellations after Acceptance. The Cancellation of a place after Acceptance can cause long-term loss to the School. A genuine pre-estimate of loss is Fees for between one and five years, however, You agree that:
- 9.6.1 if less than a Full Term's Written Notice of Cancellation has been given (or if no notice is given at all), You will pay to the School immediately one Term's Fees (or if You have already paid part of that Term's Fees, the balance) at the rate payable for the Term of Entry, not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession, less the Acceptance Deposit which will be retained by the School and offset against the Term's Fees. The School shall also offset the Additional Deposit, if paid, against the Term's Fees; or
- 9.6.2 if more than a Full Term's Written Notice has been given, You will pay to the School immediately (or if already paid, the School will retain) the Acceptance Deposit.
- If all places in the class in which the Pupil's place is Cancelled are filled immediately, from the waiting list, and without loss to the School, the School shall only retain a proportion of the Acceptance Deposit to cover the School's reasonable expenses in filling the place. Cases of serious illness or genuine hardship may receive special consideration on written request.
- 9.7 **Cancelling a place offered in the Term before Entry:** If the offer of a place (and the Acceptance) is made in the Term immediately prior to the Term of Entry then this clause shall apply rather than clause 9.6. Parents may Cancel their Acceptance in writing at any time up to four weeks from the Acceptance Date. If clause 9.5 applies, the four week period to Cancel shall start when the 14 day cancellation period expires. The Acceptance Deposit will then be retained by the School. If the Parents give notice of Cancellation after this date or give no notice of Cancellation, then one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit (which will be retained

by the School and offset against the Term's Fees), will be payable. If paid, the Additional Deposit shall be offset against the Term's Fees.

- 9.8 **Withdrawal by the Parents:** If the Pupil is Withdrawn on less than a Full Term's Written Notice, Fees in lieu of Notice less the Acceptance Deposit (which will be retained by the School and offset against the Fees in lieu of Notice) will be due and payable immediately, unless all places are filled immediately and without loss to the School. The School shall offset the Additional Deposit, if paid, against the Term's Fees.
- 9.9 **Withdrawal by the Pupil:** The Pupil's decision to Withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents.
- 9.10 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Head or with the Head's authorised deputy before a Full Term's Written Notice of Withdrawal is given by the Parents. The Parents shall provide prior to or on giving a Full Term's Written Notice of Withdrawal information to the School regarding the school which the Pupil will be joining following Withdrawal, including the school's name and address.
- 9.11 **Discontinuing extra tuition:** A Full Term's Written Notice is required to discontinue extra tuition or a Term's Extra Tuition Fees will be immediately payable.
- 9.12 **Termination by the School:** The School may terminate this Contract on one Term's written notice. The School will not terminate this Contract without good cause and full consultation with the Parents and also with the Pupil (if of sufficient maturity and understanding). The School may terminate this Contract immediately where: (a) the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School; or (b) where any declarations made on the Acceptance Form are found to be untrue by the School. If the School terminates the Contract, the Parents will not receive a refund of any Fees paid but the Acceptance Deposit, Additional Deposit (if applicable) and Nursery Deposit (if applicable), if paid, will be refunded without interest less any outstanding balance of Fees.

10 Events beyond the control of the parties

- 10.1 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, it shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 10.2 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 30 days, the party who has provided notification under clause 10.1 shall notify the other of the steps to be taken to ensure performance of its contractual obligations. If the School has notified the Parents in accordance with clause 10.1, it will take reasonable steps to re-organise the curriculum in order to continue to provide the delivery of educational services as soon as reasonably practicable
- 10.3 **Termination:** If the Force Majeure Event continues for a total period greater than 60 days, the party in receipt of notification under clause 10.1 may terminate this contract by providing at least 3 Working Days' notice in writing to the other party.

11 General contractual matters

- 11.1 **Data protection:** The School has a parent privacy notice and a pupil privacy notice which explain how the School will use the Parent's and the Pupil's personal data. These privacy notices are published on the School's website. The Parents must read these privacy notices in full before they Accept the offer of a place. If the Pupil is going to enter Year 7 or above the Parents must show the Pupil a copy of the pupil privacy notice and discuss it with him/her before they Accept the offer of a place.

- 11.2 **Consumer rights:** Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone or in combination infringe consumer rights 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 protection offered by law.
- 11.3 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this Contract. 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.
- 11.4 **Consultation:** It is not practicable to consult with the Parents and the Pupil over every operational change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be properly consulted and provided with reasons for the change and, where practicable, given at least a Term's notice in writing of:
- 11.4.1 a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or
- 11.4.2 a change of ownership of the School.
- 11.5 **Assignment:** The benefit and burden of this Contract may be freely assigned to another party at the discretion of the School. We will always tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under the Contract.
- 11.6 **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 on the School's website 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 Contract they should seek specific written confirmation from the Head that the information is accurate before they Accept the offer of a place.
- 11.7 **Third party rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 11.8 **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole. 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.
- 11.9 **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.

Cognita Schools Limited (trading as Downsend School): a Company Limited by Shares
Registered in England No: 02313425
Registered Office: Seebeck House, One Seebeck Place, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8FR



**DOWNSEND
SCHOOL**

Inspiring Young Minds

Schedule 1 Summary of clauses containing financial consequences

Event	Clause
Offer of a place and deposit	3.3
Nursery Deposit	3.4
Additional Deposit	3.5
Refund or waiver	4.6
Exclusion for non-payment	4.7
Late payment	4.8
Fees following Expulsion	8.13
Fees following Removal	8.15
Fees in lieu of Notice	9.3
Cancellation rights	9.5
Cancelling Acceptance	9.6
Cancelling a place offered in the Term before Entry	9.7