



treat:

9.7.1. any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

9.7.2. any communication from the school to one of you as having been given to both of you.

9.8. 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 (i.e. under any of Clauses 3 or 5) must be in writing and signed by each of you as the holders of parental responsibility for your child. 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.

9.9. You must notify us of your child's absence from school.

The head must be informed 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.

9.10. 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 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.

9.11. 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.

**10. Insurance**

Insurance arrangements (effective 1 January 2025).

Your child is included in an obligatory personal accident insurance scheme, the charge for which is billed to you by the school. Healthcare insurance is provided for boarders and is a separate charge to parents. This is obligatory although parents can make their own arrangements. A Refunds Scheme and Personal Effects insurance are charged to boarders although these two insurances are not obligatory and will be deleted from the request for payment should parents wish to cancel these insurances. These last two insurances are available to Parents of day children upon request.

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

11.1. Your consent to us providing a reference for your child.

You consent to our supplying 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 shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are, or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

11.2. Your consent to us using information relating to your child for certain purposes connected with the running of the school.

You consent to us making use of information relating to your child (including photographs and video recordings), and (where appropriate) relating to you, whilst your child is at the school and after he or she has left for the purposes of:

11.2.1. managing relationships between the school and current pupils/parents and fulfilling our obligations under the contract with you.

11.2.2. promoting the school to prospective pupils/parents.

11.2.3. publicising the school's activities; and

11.2.4. communicating with the school community and the body of former pupils.

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

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

You must:

11.3.1. 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

11.3.2. 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.

11.4. If the school takes up Tier 4 sponsorship, 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).

11.5. We will send information (e.g. 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)).

11.6. The Data Protection Act 1998 and your consent to our processing of your/your child's personal data.

The school will process personal data about you and your child in accordance with the Data Protection Act 1998 (as amended or superseded). You consent to us processing such personal data:

11.6.1. in order to comply with any court order or legal, regulatory or good practice requirement; and

11.6.2. to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

**12. Intellectual property rights**

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

**13. 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 to let you know 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.

**14. Cancellation of this contract**

14.1. 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 any funds held to you, if:

14.1.1. you do not make a payment to us when it is due, and you still do not make payment within seven (7) days of us reminding you that such payment is due; your child is expelled from the school.

14.1.2. you are required to remove your child from the school, including circumstances where you (as opposed to your child) act in such a way as to give the head cause to require you to remove your child from the school under Clause 7.3.1 of this contract.

14.1.3. 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);

14.1.4. 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.

14.1.5. you (or either of you):

14.1.5.1. are unable, following our request, to demonstrate that you will be able to pay the charges due under this contract;

14.1.5.2. are otherwise unable to pay your debts as they fall due;

14.1.5.3. are the subject of a bankruptcy petition or order; or

14.1.5.4. you enter into an individual voluntary arrangement.

14.1.6. you otherwise do not comply with (i.e. you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the head's reasonable discretion, the school is not able to provide, or is compromised in providing, the educational services it needs in satisfaction of its obligations under this contract.

14.2. Your rights to end the contract.

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

14.2.1. you have a legal right to end the contract because of something we have done wrong; or

14.2.2. the school becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

14.3. When this contract will end if not terminated early.

For the avoidance of doubt, this contract shall end at the end of your child's schooling.

14.4. Ending the contract will not affect any accrued rights.

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

**15. Events outside of our, or your, control**

15.1. What we mean by an "event outside of our/your control".

We mean any event beyond either your or our reasonable control including, 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 15 we shall refer to these as an "event".

15.2. 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 15.3, the school will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the school shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

15.3. Events lasting more than 6 months.

If the school is prevented from performing all 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 terms notice or paying any penalty charges.

**16. Communications between you and the school**

16.1. 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.

16.2. 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.

16.3. 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 head and either:

16.3.1. delivered by hand to the school;

16.3.2. sent to the school by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or

16.3.3. otherwise sent to the school's address by first or second class post.

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

17.1. 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.

17.2. 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.

**18. Changes to these terms and conditions**

Reserving the right to change these terms and conditions.

We reserve the right to make reasonable modifications to these Terms and Conditions from time to time. Our Terms and Conditions are also published on our website.