

## 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 under;

**"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 available from the School at any time upon request;

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

**"Acceptance Fee"** means the amount set out and referred to as the Acceptance Fee in the Acceptance Form (and that is separately set out in the Admissions Policy). Sometimes the Acceptance Fee is called an Enrolment Fee;

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

**"Head"** means the person appointed by the Trustees or 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;

**"School Policies"** means the body of policies written by the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the then current version of the School Policies is available on our website. Parents will be notified of substantive changes to any School Policy.

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

**"a term's notice"** means **written** notice given not later than the first day of the term *before* the term to which the notice relates<sup>1</sup>;

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

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<sup>1</sup> So if, for example, a term's notice is required to withdraw your child from the School 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.

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below; and

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

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 Child Light Limited, a company registered in England and Wales. Our company registration number is 2928829 and our registered office is at 17-19 Brookside, Cambridge, CB2 1JE.
- (c) Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **School Policies**, 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. Acceptance and Acceptance Fee

- (a) How places are offered. Places are offered in accordance with the School's Admissions Policy, a copy of which can be found on the School's website.
- (b) How you accept our offer of a place. An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the Acceptance Fee (or Enrolment Fee) or Re-Acceptance Form if you would like your Year 6 child to take up the offer of a place in Year 7.
- (c) The non-refundable status of the Acceptance Fee. The Acceptance Fee is not refundable if your child does not take up a place at the School.

## 3. Withdrawing your Acceptance of a Place

- (a) The period of notice we require for a new pupil. 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 (that is, the final term of the previous academic year).
- (b) The period of notice we require for a Year 6 pupil. If you wish to withdraw your re-acceptance of a place in Year 7 before September of the year in question, you must give us written notice before 9am on the Friday before the February Half Term holiday.
- (c) If we do not receive the required 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 first term due to be attended by your child. Where applicable, such fees will be reduced to take account of any bursary awarded to you.

#### 4. 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 clubs, private music lessons, optional trips) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. 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, subject to prior agreement.
- (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 awards are treated. If your child has been awarded a bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Where an award will be withdrawn from your child, you will be notified not less than a term in advance. 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. Direct Debits are the usual method of payment. A Direct Debit mandate can be completed alongside the Acceptance Form either using this link<sup>2</sup> or via the email link sent to you on receipt of the Acceptance Form. Until your Acceptance Fee (Enrolment Fee) is paid, your child is not enrolled at the School.

If you are unable to complete the Direct Debit mandate and pay by any other method, an administration fee of 1.5% (minimum £2) per payment received may be charged.

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<https://x-pi-live.sagepay.com/api/direct-debit/mandateSetup/reusable-link/53f4a39f-aba1-491b-948c-d448a6ff30ac?mandateProvider=gocardless>

Fees are calculated on a termly basis, invoiced annually on 1 August, and payments become due in monthly instalments by the 10th of each month from August to July of each academic year.

We may not allow your child to attend the School if you do not pay on time.

- (e) Payment of supplemental charges. School trips with fixed payment installment dates will be invoiced according to those dates and payments collected by Direct Debit approximately 10 days thereafter. All other supplemental charges for each term will be notified to you as they arise. The total for the term will be sent to you by invoice in the final 2 weeks of each term, and the payment collected by Direct Debit approximately 10 days thereafter. If you choose to pay by any method other than Direct Debit, an administration fee of 1.5% (minimum £2 charge) per payment received may be charged.
- (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 extracurricular activity, trip or outing while the applicable supplemental charge for that activity remains unpaid.
- (iii) We can charge interest if you pay late. If you do not make any payment to the School, or we are unable to collect payment by Direct Debit, by the due date for payment (see Clauses 4(d) and 4(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 other educational institutions of your outstanding payments. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.
- (g) Our ability to increase the fees. We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5(a) below.
- (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, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. 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.
- (i) Information on your identity and the source of funds. From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:

- (i) your identity;
- (ii) your child's identity;
- (iii) your child's right to enter, live and study in the United Kingdom; and
- (iv) the source of funds you are using to pay the fees.

You must provide the School with the information and documentation we ask for.

- (j) Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. The School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.

## 5. 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 first term not attended by your child. This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (that is, 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 (that is, the final term of the preceding academic year). If you do not give a term's notice, fees in lieu of notice (for this example) will be charged at the rate for the autumn term.

For pupils in Year 6, it is assumed that their place is forfeited unless a place in Year 7 has been offered and a Re-Acceptance Form has been completed by 9am on the Friday before the February Half Term holiday.

- (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 for which the charge is made. For example, if you do not give notice that you wish to withdraw your child with effect from the start of the autumn term, then the fees at the rate for the autumn term will become due on the first day of that autumn term.
- (c) 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.

## 6. Compliance with School Policies

- (a) Compliance with School Policies. It is a condition of remaining at the School that you and your child comply with the School's Policies. A copy of the current version of each School Policy is available on our website. Parents will be notified of substantive changes to any School Policy.
- (b) Particular School Policies parents and pupils need to adhere to. The following School Policies explain expectations or rules that pupils need to adhere to: Behaviour Policy, Acceptable and Safe Use of Screens Policy, Dress Code. Parents are also expected to adhere to our Administration of Medicines Policy and our Use of Photographs and Videos Policy. Our Complaints Procedure can be found amongst the School Policies on our website.

## 7. Suspension, Exclusion and Required Removal

- (a) The Head's discretion to suspend or exclude your child from the School. As explained in and in keeping with the school's Behaviour Policy, the Head may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.
- (b) The Head's discretion to require you to remove your child from the School. Instead of expulsion or suspension, the Head may in his or her discretion require you to remove your child from the School if the Head considers that:
- (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 Head, the removal is in the School's best interests and/or those of your child or other children. If this happens, you will be notified not less than a term in advance.
- (c) What happens if your child is suspended, excluded or removed from the School.
- (i) Should the Head exercise his or her right under either Clause 7(a) or Clause 7(b)(i) 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.
  - (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 Head under this Clause 7 reviewed. Any such review shall be governed by the Complaints Procedure.

## 8. 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:
- (i) the time your child enters the Infant or Junior School until the end of Year 6, or
  - (ii) the time your child enters the Senior School until the end of his or her secondary education.
- (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 you object to blood transfusions)).
- (e) Our right to make changes at the School. Our website 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)).
- (f) We will give you notice of significant changes. We will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5(a) above.
- (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.
- (h) Religious observance. Religious observance at the School will be conducted in accordance with the school's Christian Ethos Policy, a copy of which can be found on its website.

## **9. The Parents' Obligations**

- (a) We require your cooperation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and School staff, need your cooperation, including in particular by you fulfilling your own obligations under this contract.
- (b) Examples of the cooperation and assistance we require. You must cooperate 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 two 'responsible adults' for us to contact in your absence.* It is a condition of your child's joining and remaining at the School that you nominate two 'responsible adults' 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. This information will be collected on the School's Registration Form.
- (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, you (and each of you) accept that the School is entitled to treat:
- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
  - (ii) any communication from the School to one of you as having been given to both of you.



- (i) *You must notify us of your child's absence from School.* The School Office must be informed as soon as possible of any reason for your child's unplanned absence from School. For planned absences, the School's prior consent should be sought.
- (j) *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 all those with Parental Responsibility will not be in the United Kingdom at any time or will otherwise be absent from the child's main residential address for a period of longer than two consecutive school days (ie, overnight) 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.
- (k) *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**

*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.

## **11. 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 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.
- (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, 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, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees;
  - (ii) communicating with the school community and the body of former pupils.
- (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.

- (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 data protection law).
- (f) Data Protection Law. The School will process personal data about you and your child in accordance with the Data Protection Act 2018 (and as amended or superseded) and other related legislation. We will process such personal data:
- (i) as set out in this Clause 11, and in the School's 'Data Protection Policy' 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.

## **12. Intellectual Property Rights**

Recognising these 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 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. Ending this Contract**

- (a) Our rights to end the contract. In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 7, the School may end this contract at any time by notice in writing to you, without any obligation to return any Acceptance Fee or fees paid to you, if:
- (i) we are unable to collect by Direct Debit when it is due, or 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 fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to enter, live and study in the United Kingdom, or the source of funds you are using to pay the fees, as required under Clause 4(i);
  - (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 (that is, 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 at the end of your child's schooling.
- (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, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and we will keep any rights we have under general law.

## **15. 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 15 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 15(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).

- (d) Events lasting more than 6 months. If the School is prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) 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 4(h) (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at School or remotely 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 sub-clause 15(e)(i) above, your child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) 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 wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at School or remotely) 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 or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

## **16. 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 Head and either:
  - (i) sent by email to the School Office;
  - (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 3, 4(c)(iii), 4(g), 5(a) or 5(b) of these terms and conditions<sup>3</sup> you telephone the School to confirm receipt if you have not received an acknowledgement from us prior to the start of the one term's notice period.

## **17. 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. 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 change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect<sup>4</sup>.

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<sup>3</sup> ie, those provisions dealing with **withdrawing** your child from the School or otherwise changing your child's place at the School or the activities that your child is undertaking at the School.

<sup>4</sup> This version of the Terms and Conditions is version 20.01.