

# Bedales School

## Terms and Conditions

From 31 August 2023

# Bedales School Terms and Conditions

## 1 Introduction

**1.1 Terms and conditions:** These terms and conditions reflect the custom and practice of independent schools for many generations and together with:

1.1.1 the letter of offer;

1.1.2 the Conditions of Award if applicable;

1.1.3 the acceptance form; and

1.1.4 the fees list

they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These terms and conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of Bedales School. The company and charity details of the School are at the end of these terms and conditions.

**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 clause 4 and clause 9.

**1.4 Managing change:** Bedales School, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see clause 12 for further details of the changes that may be made and the consultation and notice procedures that will apply.

## 2 Terminology

**2.1 School or We or Us:** means Bedales School as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee whose directors are referred to as the 'Governors'; further details are at the end of these terms and conditions. The School is organised in the following sections: a Senior School known as Bedales; a Preparatory School known as Dunhurst and a Pre-Preparatory School known as Dunannie.

**2.2 School Governors or Governing Body:** means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School.

**2.3 Head:** includes the Head of Bedales Schools, who has overall responsibility to the Board of Governors for the School, the Head of Dunhurst and the Head of Dunannie. The Head of Bedales Schools is responsible for the day-to-day running of Bedales. The Head of Dunhurst and the Head of Dunannie are responsible for the day-to-day running of their respective section.

**2.4 Parents or You:** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate

agreement between the School, the Parents and the third party. Please also see clause 4.3 and clause 13.5.

2.5 **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the child) 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.

2.6 **Pupil:** means the child named on the acceptance form. The age of the Pupil will be calculated in accordance with British custom.

### 3 **Admission and entry to the School**

3.1 **Registration and Admission:** Applicants will be considered as candidates for Admission and Entry to the School when the registration form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. **Admission** occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Pupil attends the School for the first time under these terms and conditions.

3.2 **Equality:** The School is an all age boarding and day school for boys and girls. The School is non-denominational and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited, but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.

3.3 **Offer of a place and deposit:** A deposit (**Acceptance Deposit**) as shown on the fees list for the relevant year will be payable when the Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final invoice that will be issued after the end of the Pupil's final term, unless stated otherwise in these terms and conditions. See also clause 9.7.

3.4 **Additional Deposit:** For reasons of administration, the right is reserved to require payment by parents of an additional deposit (**Additional Deposit**), as shown on the fees list for the relevant year, in the case of a pupil whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these terms and conditions. See also clause 9.7.

3.5 **Immigration:** The School currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Head when returning a completed registration form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this School and the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Tier 4 sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents. Please also see clause 9.16.

### 4 **Fees**

4.1 **Fees:** may include alone or in combination any of the Registration Fee, the Acceptance Deposit, the Additional Deposit, tuition fees, boarding fees, supplemental charges such as extra tuition, other

extras such as house charges, clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred. The fees are annual and divided into three equal amounts for each term, irrespective of the length of each term.

- 4.2 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. 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. If an item on the fees invoice is under query, the balance of that fees invoice must be paid.
- 4.3 **Payment of Fees by a third party:** An agreement with a third party to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.
- 4.4 **Indemnity:** 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 indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.
- 4.5 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction, Fees will not be refunded, reduced or waived if:
- 4.5.1 the Pupil is absent through illness; or
  - 4.5.2 a Term is shortened or a vacation extended; or
  - 4.5.3 the Pupil is required to study from home as a result of us considering it necessary to provide educational services remotely for whatever reason; or
  - 4.5.4 the Pupil takes study leave at home before or during public examinations or stays at home following those examinations or otherwise before the normal end of a Term; or
  - 4.5.5 the School is temporarily closed due to, for example, adverse weather conditions; or
  - 4.5.6 for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

See also clause 11 for information about events beyond the control of the parties.

- 4.6 **Exclusion for non-payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with clause 9. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' 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.
- 4.7 **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 which are unpaid. The rate of interest charged will be at the rate of 5% per year above the base rate from time to time of the School's bank. Interest will accrue on a daily basis and represents a genuine pre-estimate of the cost to the School of a default.

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 regardless of the value of the School's claim.

- 4.8 **Non-payment of supplemental charges:** We may decline to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.
- 4.9 **Part-payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance of Fees, as set out in clause 4.7.
- 4.10 **Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance 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 Fees in Advance (FIA) scheme:** Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (i.e., where you have made a 'lump sum' capital payment in respect of all or part of the fees due under this contract) the School will administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions. The sum paid under the scheme will be held in the general funds of the school to which it has unfettered access. Such payment made under this scheme is provided that you meet the difference, if any, between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract.
- 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. The terms on which such awards are offered and accepted will be notified to the Parents at the time of offer. The value attached to bursary will be applied to the fees and it is your responsibility to pay the fees due after taking account of that award. A copy of the School's Bursary Policy is available from the School on written request.
- 4.14 **Fees increases:** We will review our fees during the course of your child's education (usually 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 written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit and Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.
- 4.15 **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 acknowledge 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.
- 4.16 **Anti-money laundering and anti-bribery:** From time to time the School may need to obtain satisfactory evidence of the source of funds for fees and the identity of a person who is paying Fees, such as sight of a passport. The parties will comply with the School's policy on anti-

bribery, which is contained within the School's Gifting and Hospitality policy, a copy of which is available from the School on written request.

## 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 reserve the right to 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. 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 grades, full written reports, parents' meetings and other forms of communication.
- 5.4 **Sex education:** The Pupil will receive health and life skills education appropriate to his / her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.
- 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 otherwise without liability on the part of the School.
- 5.7 **Learning difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The School staff are not, however, qualified to make a 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 are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
- 5.9 **Information about learning difficulties:** The Parents shall notify the Head when completing the School's Confidential Information Form and subsequently in writing if at any time they are aware or suspect that the Pupil has a learning difficulty 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, Parents will be asked to withdraw the Pupil, without further

charge if in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching 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 6.2 (Year 13). The Parents will be consulted before the end of the Spring Term if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. The Parents must give a Term's Notice in writing (i.e. before the start of the Summer Term) in accordance with the provisions about Notice in clause 9 below 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 a 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 may have to be retained for longer than other work in order to reduce the risk of cheating. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.
- 5.13 **Educational visits and Trips:** A variety of educational visits and trips will be provided for the Pupil. By signing the acceptance form or agreeing to be bound by these terms and conditions the Parents consent to the Pupil taking part in any educational visit. Educational visits and trips which:
- 5.13.1 cost more than £50; or
  - 5.13.2 require overseas travel; or
  - 5.13.3 involve an overnight stay; or
  - 5.13.4 occur during a weekend or School vacation; or
  - 5.13.5 involve some element of high risk or adventure activity.

will be subject to a separate agreement. The cost of such visits or trips will be charged in advance to parents and may be collected in the terms preceding the visit or trip. The payments will only be refundable in line with the trip provider's terms and conditions. The Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Pupil from taking part in an educational visit or trip 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.

- 6.2 **Raising Concerns with the School and Making Formal Complaints:** Any expression of concern or complaint about action taken, or a lack of action by the School where the Parents seek a response from us must be notified to the School as soon as practicable. A copy of the School's complaints procedure, which governs all such matters, will be supplied on request. See also clause 8.18.
- 6.3 **Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his / her parents. If any conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 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 clause 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. In accordance with the School's Partnership Principles, the School and its staff will act fairly in relation to the Pupil and the Parents and we expect the same of the Pupil and the Parents in relation to the School or its staff.
- 6.6 **Physical contact:** The Parents consent to such physical contact with the Pupil:
- 6.6.1 as may accord with good practice; or
  - 6.6.2 as may be appropriate and proper for teaching and instruction; or
  - 6.6.3 for providing comfort to the Pupil in distress; or
  - 6.6.4 to maintain safety and good order; or
  - 6.6.5 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.

- 6.7 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- 6.7.1 any known medical condition, health problem or allergy affecting the Pupil;
  - 6.7.2 any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;
  - 6.7.3 any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
  - 6.7.4 any family circumstances or court order which might affect the Pupil's welfare or happiness;
  - 6.7.5 any concerns about the Pupil's safety;



6.7.6 any significant change in the financial circumstances of the Parents;

except when the Pupil is boarding 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.

- 6.8 **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 where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have.
- 6.9 **Special precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. Accordingly the Parents must notify the Head in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Head may exclude the Parents from School premises if, acting in a proper manner, he / she considers such exclusion to be in the best interests of the Pupil or any other member of the School community.
- 6.10 **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 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.
- 6.11 **Residence during Term time:** The Pupil, except when boarding, is required during Term time and at weekends, exeats (permitted periods of time away from School) and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. The Parents must immediately notify the Head in writing if the Pupil will be residing during Term time under the care of someone other than the Parents or his / her education guardian.
- 6.12 **Communications from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the School. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 9.2.
- 6.13 **Absence of the Parents:** The Parents must inform the Head in writing of the name, address and telephone number for 24 hour contact with the adult who will have the care of the Pupil at any time when both the Parents will be absent from the Pupil's home overnight for a 24 hour period or longer.
- 6.14 **Education guardians:** The Parents if resident outside the United Kingdom must before Entry appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility for the Pupil when he / she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.
- 6.15 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

- 6.16 **Pupil's personal property:** The Pupil is responsible for the security and safe use of all his / her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to him / her by the School.
- 6.17 **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.
- 6.18 **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:** Before the Pupil enters the School the Parents will be asked to complete a Confidential Information and Medical Consent Form 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:** If a boarder the Pupil must be registered on the list of the School Medical Officer while a pupil at the School. The Parents must comply with the School Medical Officer's recommendations which may include a reasonable decision to release the Pupil home or to his / her education guardian when he / she is unwell.
- 7.3 **Medical examination:** On admission, all pupils will be sent a Health Questionnaire which parents/guardians must complete outlining any past medical history, current medical problems and treatment, any known allergies or past immunisations. The questionnaire also seeks to obtain parental consent for administration of routine vaccinations and over-the-counter preparations by the matrons and medical centre staff, acting in-loco parentis. All medical information must be kept locked in the Medical Centre available only to clinical staff.

Based on the information received in the pupil Health Questionnaires, pupils with existing medical conditions may be asked to see the GP on starting the new term. All other pupils will be offered a nurse-led health check in their second term at the school. Day pupils are usually registered already with a local GP and although the Medical Centre will always provide emergency treatment during school hours, it is expected that for routine matters the pupil's own GP will be consulted.

- 7.4 **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.
- 7.5 **Medical information:** Throughout the Pupil's time as a member of the School, the School Medical Officer, School Medical Centre staff and other medical professionals associated with 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.
- 7.6 **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 may be required 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, 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 or via a remote learning platform).

- 7.7 **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 Governing Body 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 warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School rules about general appearance.
- 8.3 **School rules:** The School rules which apply are set out in the Behaviour and Sanctions Policy for each school and other documents published from time to time. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.
- 8.4 **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 Behaviour and Sanctions policies which are 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, 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.
- 8.5 **Investigative action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his / her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's 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.
- 8.6 **Procedural fairness:** Investigation of a complaint that could lead to Expulsion, Removal or Withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. 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.
- 8.7 **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.

8.8 **Drugs and alcohol:** The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

8.9 **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, Gating, Suspension, Removal or Expulsion.

8.10 **Definitions of sanctions:** The definitions in this clause apply in these terms and conditions.

**Expulsion:** means that the Pupil is required to leave the School permanently in circumstances described in clause 8.11.

**Gating/Grounding:** means that the Pupil is confined to the School premises for a limited period of time and losing privileges but without further disciplinary consequences.

**Removal:** means that the permanent removal of the Pupil from the School is required in circumstances described in clause 8.13.

**Released Home:** means the release of the Pupil to his / her home or to an education guardian for a specified period of time (usually a weekend) but without further disciplinary consequences.

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

**Internal Suspension: (applicable only at Dunhurst) means the pupil working alone and losing privileges such as free time.**

**Withdrawal:** has the meaning set out in clause 9.10.

8.11 **Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision to expel shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 8.16 and clause 8.17.

8.12 **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.

8.13 **Removal in other circumstances:** The Parents may be required to remove the Pupil permanently from the School or from boarding if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that:

8.13.1 the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or

**8.13.2** 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

**8.13.3** the Parents behaviour or conduct (or the behaviour or conduct of one of you) does not accord with the School's Partnership Principles and: 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; then

in these circumstances, and 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 Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 8.16 and clause 8.17.

**8.14 Fees following Removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 8.13, the provisions relating to Fees shall be as set out in clause 8.12 save that the Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.

**8.15 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.

**8.16 Governors' Review:** The Parents may request a review by Governors (**Governors' Review**) of a decision to expel or require the Removal of the Pupil from the School or from boarding (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 seven days of the Head's decision being notified to the Parents. The Parents will be entitled to know the names of the Governors who make up the review panel and fair consideration would be given to any bona fide objection to a particular member of the panel.

**8.17 Pupil's status pending Review:** The Head will advise the Parents of the procedure (current at that time) under which a Governors' Review shall be conducted by a panel of three Governors (or by a panel of two Governors and an independent member if requested). If the Parents request a Governors' Review, the Pupil will be suspended from School until the review procedure 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. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

**8.18 Complaints procedure:** A complaint described in clause 6.2 above which does not involve an Expulsion or Removal of the Pupil must be made in accordance with the School's 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 Term:** means the period between and including the first and last days of the relevant school term.

**9.2 Notice:** means (unless the contrary is stated in these terms and conditions) a Term's Written Notice given by:

- 9.2.1 both Parents; or
- 9.2.2 one of the Parents with the prior written consent of the other Parent; and
- 9.2.3 in either case the prior written consent of any other person with Parental Responsibility where appropriate

before the first day of Term addressed to and received by the Head personally or the Bursar on the Head's behalf. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Pupil. The Parents should contact the School if no acknowledgement of the Notice is received from the School 48 hours (during term time) (or 14 days during school holiday periods)) after sending the Notice.

9.3 **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if:

- 9.3.1 the Parents wish to cancel the place after acceptance; or
- 9.3.2 the Parents wish to withdraw the Pupil who has entered the School; or
- 9.3.3 the Parents or the Pupil wish(es) to transfer from boarding to day status or vice versa, or between categories of boarding; or
- 9.3.4 following the GCSE year or Year 12, the Pupil will not return for the following year even if he / she has achieved the required grades; or
- 9.3.5 extra tuition is to be discontinued. Please also see clause 9.15.

9.4 **Provisional notice:** is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Head personally or the Bursar on the Head's behalf.

9.5 **Fees in lieu of Notice:** in circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of Notice means 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. 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.

9.6 **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see clause 3.1 for details of when Entry to the School occurs.

9.7 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. 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 agreement.

9.8  **Cancelling acceptance:** The Cancellation of the place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is Fees for between one and five years. Nonetheless, the School agrees to limit the liability of the Parents to:



- 9.8.1 one Term's Fees 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, payable as a debt immediately unless the place is filled immediately and without loss to the School if less than a Term's Written Notice of Cancellation has been given. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees; or
- 9.8.2 the Acceptance Deposit if more than a Term's Written Notice has been given unless the place is filled immediately and without loss to the School.

Cases of serious illness or genuine hardship may receive special consideration on written request.

- 9.9 **Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the acceptance form. If clause 9.7 applies, the four week period 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 they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- 9.10 **Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these terms and conditions at any time after the Pupil has entered the School. Please see clause 3.1 for details of when Entry to the School occurs. See also clause 4.6, clause 9.11 and clause 9.12.
- 9.11 **Withdrawal by the Parents:** If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 4.6, Fees in lieu of Notice less the Acceptance Deposit will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- 9.12 **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.
- 9.13 **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 Notice of Withdrawal is given by the Parents.
- 9.14 **Transfer between boarding and day status:** Before providing the Notice required under clause 9.3.3, the Parents must obtain the express permission of the Head in writing if the Parents or the Pupil wishes to change from boarding to day status or vice versa, or between categories of boarding (e.g. full boarding to half boarding if at Dunhurst). At the discretion of the Head, the School has the right to postpone or refuse a transfer request and the Head will consider the best interests of the Pupil and the School in reaching the decision. Any such place is subject to the availability of places.
- 9.15 **Discontinuing extra tuition:** A Term's Written Notice is required to discontinue extra tuition for Learning Support, English as an Additional Language or specialist languages such as Japanese or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt. For music, drama, dance and tennis tuition, half a term's notice is required to discontinue extra tuition or half a term's fees for the extra tuition will be immediately payable in lieu as a debt.



## 10 Ending this Contract

- 10.1 Our rights to end the contract:** In addition to where this contract is terminated automatically as a result of an expulsion or required removal under clause 8, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:
- 10.1.1** you (or either of you) make at any time 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 misrepresentations include any 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 or any information about your child's health, medical condition, special educational needs, disability or allergies;
  - 10.1.2** you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or your child fails to attend the School's medical examination in accordance with clause 7;
  - 10.1.3** 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 clauses 3.5 and 4.16;
  - 10.1.4** you (or either of you):
    - (a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
    - (b) are otherwise unable to pay your debts as they fall due;
    - (c) are the subject of a bankruptcy petition or order; or
    - (d) you enter into an individual voluntary arrangement.
  - 10.1.5** you otherwise do not comply with your obligations under this contract such that we have a legal right to terminate the contract owing to 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 reasonable satisfaction of its obligations under this contract.
- 10.2 Your rights to end the contract:** You may end this contract at any time by notice in writing to the School if:
- 10.2.1** you have a legal right to end the contract because of something we have done wrong; or
  - 10.2.2** the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- 10.3 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 (at the end of year 13). This may be at the end of the year 11 if your child does not meet any requirements imposed by the School under clause 5.10 for entry to the sixth form.
- 10.4 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, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After

this contract ends, you and the School will keep any rights each has under this contract or exist in law.

## 11 Events outside of our, or your, control

- 11.1 **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, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance 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 11, we shall refer to such events outside of our/your control as an **"event"**.
- 11.2 **What happens if we are affected by an event outside of our control:** If an event 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, 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).
- 11.3 **Events lasting more than 6 months:** If the School is wholly and completely 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.
- 11.4 **What happens if your child is affected by an event outside of your control:** Subject to clause 4.5 (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:
- 11.4.1 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;
- 11.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 11.4.1 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
- 11.4.3 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.

## 12 How we may use Personal Information: References, Confidentiality and Data Protection

- 12.1 References 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 or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take all reasonable steps to ensure that information that is supplied by us relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained in any reference or report given by us.
- 12.2 How we use personal information:** We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and audio-visual recordings, both whilst your child is at the School and after he or she has left, for the purposes of:
- 12.2.1** managing relationships between the School and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and
  - 12.2.2** promoting the School to prospective pupils/parents, publicising the School's activities, and communicating with the school community and the body of former pupils. This includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.
- 12.3 Changes to personal information:** You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:
- 12.3.1** confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and
  - 12.3.2** 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 you or your child that has previously been notified to the School, including relevant contact details.
- 12.4 Information that we may send you (eg, school reports) about your child:** Any person who has parental responsibility for your child is 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 will therefore disclose such information as a matter of routine to each such person 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).
- 12.5 Biometric information:** The School seeks the Parents' consent to the School obtaining and using the Pupil's biometric information in the form of thumbprint recognition as part of an automated biometric recognition system using a consent form. If one of the Parents wishes to withdraw consent to the processing of the Pupil's biometric information, he / she shall make the other Parent and the Pupil aware of this and shall notify the School in writing immediately, requesting an acknowledgement of his / her letter. See also the School's biometric information notice which is enclosed with the letter of offer.

- 12.6 **Data Protection Law:** The School will process personal data about you and your child in accordance with data protection law, including the Data Protection Act 2018 (as it is amended or superseded) and other related legislation. We will process such personal data:
- 12.6.1 as set out in this clause 12, and in the School's *'Privacy Notices'* which are available on the School's website as may be amended from time to time;
  - 12.6.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
  - 12.6.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.
- 12.7 **As a 'Student Sponsor' school we need to provide certain information to the Home Office:** In order to comply with our responsibilities as a licensed *Student Sponsor* for immigration purposes, we may need to provide information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor your child or not). Such information may include information about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated).
- 12.8 **Request for confidentiality:** 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 acknowledgment of their letter.

## 13 General contractual matters

- 13.1 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and procedures, the disciplinary framework, and the length of School Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.
- 13.2 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.
- 13.3 **Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of:
- 13.3.1 a change of ethos or culture; or
  - 13.3.2 a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or
  - 13.3.3 a change of ownership of the School.

- 13.4 **Information for parents:** We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus, website, promotional literature, or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the School.
- 13.5 **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.
- 13.6 **Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these terms and conditions.
- 13.7 **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 the parties submit to the exclusive jurisdiction of the Courts of England.
- 13.8 **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 start of the term before the modifications are to take effect.

Bedales School: a Company Limited by Guarantee  
Registered in England, Company Number: 00276785  
Registered Office: Bedales School Petersfield Hampshire GU32 2DG  
Registered Charity Number: 307332

## Schedule 1 Summary of clauses containing financial consequences

Event	Clause
Offer of a place and deposit	3.3
Additional Deposit	3.4
Refund or waiver	4.5
Exclusion for non-payment	4.6
Late payment	4.7
Fees following Expulsion	8.12
Fees following Removal	8.14
Fees in lieu of Notice	9.5
Cancellation rights	9.7
Cancelling acceptance	9.8
Cancelling a place offered in the Term before Entry	9.9