St George's
School Edgbaston

TERMS AND CONDITIONS

Revised: November 2026

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 acceptance form

1.1.3. 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 St George's School Edgbaston.

1.2. **Variations**: these terms and conditions and the fees list are subject to change from time to time to reflect changes in the law, inflation or in custom and practice at the School.

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

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

2. Terminology

2.1. **School or We or Us**: means as applicable one of the following schools as described here:

2.1.1. St George's Prep School - a day school for boys and girls aged 3 - 11 years

2.1.2. St George's Senior School - a day school for boys and girls aged 11 - 18 years

2.2. **School Trustees or Board of Trustees**: means the Trustees of the School who are appointed from time to time under the terms of the governing instruments of the School and who are responsible for governance of the School.

2.3. **Head**: means as applicable the Headteacher of the School as appointed by the Board of Trustees. The Head is responsible for the day-to-day running of the School.

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. Parents should note that separate agreements are only valid when confirmed in writing by the School. Please also see clause **4.3** and clause **11.6**.

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. The admissions requirements are set out in the School's Admissions Policy current at the time and published on the School's website. 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 a mainstream day school for pupils aged from 3 to 18 years. The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the physically 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. This will be repaid to the Parents, net of any sums due to the School, unless there is a separate agreement in place. Parents may wish to donate the Acceptance Deposit to the School's Trust. See also clause **9.5**.

3.4. **Immigration**: The School holds a licence to sponsor international students under the points-based system of immigration. The Parents must inform the Head when returning a completed registration form or at any other time if their child does not have the right to live and study in the United Kingdom. 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 the School. The School has the responsibility to check whether a student holds the appropriate immigration documentation to study and remain in the UK. Please also see clause **9.13**.

4. Fees

4.1. **Fees**: You will receive an invoice in advance each term. This will be for school fees, pupil insurance and a donation to the Friends of St George's. In addition, other sundry charges will be payable via the school's payment platform Parent Pay. 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. Parents will be invoiced separately for Public examinations. Fees are paid by parents via Parent Pay.

4.2. **Payment of Fees**: The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. This is because our contract applies to both of you together and each of you on your own. Each person who signs the Acceptance Form therefore 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 then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent. 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 by direct bank transfer 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 Sundry charges**: All Sundry charges for each term will be charged via the School's platform Parent Pay. We may refuse to allow your child to

attend school and / or participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable Sundry charges remain unpaid.

4.4. **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 Finance Manager. The School reserves the right to refuse a payment from a third party.

4.5. **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.

4.6. **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:

4.6.1. the Pupil is absent through illness

4.6.2. a Term is shortened or a vacation extended

4.6.3. the Pupil is released home before or after public examinations or otherwise before the normal end of a Term

4.6.4. the School is temporarily closed due to adverse weather conditions

4.6.5. for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship

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

4.7. **Exclusion for non-payment**: The School 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, they will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with Section **9**. Exclusion in these circumstances is not a disciplinary matter and the right to a Trustees Review will not arise. The School may withhold any information, character references or property while Fees remain overdue, but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil.

4.8. **Late payment**: Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents

and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at 1.5% per week, which 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. The School reserves the right to review the rate of interest charged for unpaid fees.

4.9. **Appropriation**: Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account or to the payment of Extras. 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.

4.10. **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.

4.11. **Assisted Places and Scholarships**: Every Scholarship, Assisted Place, 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. If your child has been awarded a scholarship or bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. These will be subject to annual review. **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 (and / or your behaviour or conduct (or the behaviour or conduct of one of you)) no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced**.

4.12. **Fees increases**: Fees are reviewed annually and are subject to increase from time to time. 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 will be refunded without interest less any sums owing to the School.

4.13. **Information about Fees**: The Parents' consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees or Sundry charges due to this School are unpaid.

4.14. **Anti-money laundering**: From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport and a current bank statement.

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. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. We will endeavour to inform the Parents of changes and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress, they should contact the Pupil's form 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, written reports and parent consultation meetings.

5.4. **Sex education**: The Pupil will receive PSHE (Personal, Social, Health and Economic) education and RSE (Relationships and Sex Education) appropriate to his / her age in accordance with the curriculum. Parents do not have the right to withdraw their pupils from relationships and health education, nor can they be withdrawn from topics taught as part of the science curriculum, including science topics related to puberty or sexual reproduction. However, Parents have

the right to request that their child be withdrawn from some or all of sex education delivered as part of statutory RSE.

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 her / his teachers.

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. **Special educational needs**: 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”.

5.8. **Screening for learning difficulties**: The screening tests available to schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. School will advise and signpost parents to other professionals and services, e.g. Educational Psychologist, NHS referrals, etc., for further assessment if they feel this is appropriate. Some of these professionals and services may need to be privately commissioned and accessed at parents’ expense.

5.9. **Information about special educational needs**: The Parents shall notify the Head when completing the School's Confidential Information Form and subsequently in writing, if they are aware or suspect that the Pupil has a special educational need, and the Parents must provide the School with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of Notice if, in the professional judgement of the 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 they will progress through the School and will ultimately complete Year 6, 11 or 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 in the next year at the School. Unless the Pupil will be leaving at the end of Year 6, 11 or 13, 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 Section **9** below, if they do not intend the Pupil to proceed to the next year 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 and / or social media.

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 line with JCQ regulations. 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. **Consent for educational visits**: A variety of educational visits will be provided for Pupils. Parents will be provided with relevant information in advance of educational visits. By signing the acceptance form or agreeing to be bound by these terms and conditions, Parents consent to their child taking part in all educational visits. These include:

5.13.1. visits (including overnight or residential stays) which take place during the weekends or school holidays

5.13.2. non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day

5.13.3. adventure activities which may take place at any time

The Parents agree that the Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit.

5.14. **The cost of educational visits**: The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause **5.13** above. The cost of such a visit will be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, airfares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added

to the fees invoice. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue Fees remain unpaid.

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. The Parents agree that the Head has the right to require the Pupil to remain away from the School temporarily at the home of her / his Parents or education guardian:

6.1.1. pending the outcome of an investigation (please see also clause **8.5** below)

6.1.2. if the Head considers that the Pupil's presence at the School presents a risk to him / her, or to any other pupil

6.2. **Complaints**: Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School must be notified to the School as soon as practicable. A copy of the School's complaints procedure is on the School website and can be supplied on request. See also clause **8.17**.

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 Section **7** below.

6.5. **Ethos**: The ethos of the School is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and the Parents and We expect the same of the Pupil and the Parents in relation to the School 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

6.6.2. as may be appropriate and proper for teaching and instruction

6.6.3. for providing comfort to the Pupil in distress

6.6.4. to maintain safety and good order

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

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

6.7.7. if it is intended 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

If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract.

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. The School reserves the right to monitor the Pupil's use of:

6.8.1. email

6.8.2. the internet

6.8.3. mobile electronic devices

See also the School's policy on acceptable use of IT.

6.9. **Special precautions**: The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the School community.

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 We cannot accept responsibility for the Pupil if she / he 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 is required during Term time, and at weekends and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately if the Pupil will be residing during Term time under the care of someone other than the Parents or their 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, unless there is clear evidence of a contrary view. 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 for 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 or 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 they are 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. **Photographs or images (including video recordings)**: At St George's we like to use photographs and images (including video recordings) of our students to celebrate success and support the creation of a positive culture and ethos around the school. They demonstrate the breadth of our curriculum and the achievement of all in our school community. As well as brightening up the learning environment they send messages of positive reinforcement both within the school and to the wider world in our use of newsletters, social media and promotional videos. It is quite an honour for a student to be included in this celebration of success, but **the use of videos or photographs requires your consent. You will be asked to complete a form giving or refusing consent for each of the variety of purposes for which we use images and video. Please note that if you refuse consent, or do not provide written confirmation of your consent (we cannot just assume that we have your consent), we will be unable to use photographs or videos of your child. You can withdraw consent at any time but obviously we cannot withdraw material that has already been placed into the public domain**.

6.16. **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.

6.17. **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.

6.18. **Pupil's personal property**: The Pupil is responsible for the security and safe use of all their personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the School. The School will not accept liability for any personal property brought on to the school site.

6.19. **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.

6.20. **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 Medical Information 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**: The Parents must comply with the School's recommendations which may include a reasonable decision to release the Pupil home or to their education guardian when they are unwell. If a Pupil becomes unwell at school, either a Parent or a named individual must be available to collect the child as soon as the school has given notification that the child is unwell.

7.3. **Pupil's health**: The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement in the interests of the Pupil and / or the School community. The Pupil, if of sufficient age and maturity, is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.

7.4. **Medical information**: Throughout the Pupil's time as a member of the School, the School Nurse shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, need-to-know basis.

7.5. **Emergency medical treatment**: The Parents authorise the Head to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare, and if the Parents or a second emergency contact 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 Board of Trustees 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 including those outside School hours or at weekends, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School rules about the wearing of uniform and general appearance.

8.3. **School rules**: The School rules which apply are set out in the online Pupil Planner and other policies and 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 policies on behaviour and discipline current at the time, and published on the School website, apply to all pupils at the School and at all times when the Pupil is in or at School, representing the School or wearing School uniform, travelling to or from School, on School-organised trips or associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.

8.5. **Investigative action**: A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and their 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. **Monitoring your child's email communications, internet use, and use of social media**: The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and / or other duties and responsibilities or other legitimate purposes or good practice requirements.

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**: where the school suspects that a pupil may be under the influence of drugs or alcohol, the school will automatically inform parents and other authorities, including the police, if appropriate. If the School discovers that a pupil has brought drugs or alcohol onto the school premises, it may lead to permanent exclusion.

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

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

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

8.9.3. **Temporary Exclusion**: 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 Trustees Review

8.9.4. **Withdrawal**: has the meaning set out in clause **9.4**

8.10. **Permanent Exclusion**: The Pupil may be permanently excluded 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. Permanent Exclusion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head’s decision to permanently exclude shall be subject to a Board of Trustees’ Appeal if requested by the Parents. The Parents will be given a copy of the Appeal procedure current at the time. The Pupil shall be temporarily excluded from the School pending the outcome of the Review. See clause **8.16** and clause **8.17**. Pupils who are permanently excluded from the school will not be allowed on to the school site following the Permanent Exclusion.

8.11. **Fees following Permanent Exclusion**: If the Pupil is permanently excluded, there will be no refund of the Acceptance Deposit or of Fees for the current or past Terms. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.

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

8.12.1. the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the School

8.12.2. the Parents have treated the School or members of its staff or any member of the School community unreasonably; 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 Trustees 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 temporarily excluded from the School pending the outcome of the Review. See clause **8.16** and clause **8.17**

8.13. **Fees following Removal**: If the Pupil is removed or withdrawn in the circumstances described in clauses **8.9** and **8.10**, the provisions relating to Fees shall be as set out in clause **8.11** save that the Acceptance Deposit will be refunded without interest less any sums owing to the School.

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

8.15. **Board of Trustees' Appeal**: The Parents may request a review by Trustees following a decision to permanently exclude but not a decision to temporarily exclude the Pupil unless the Temporary Exclusion is for 11 School days or more, or would prevent the Pupil taking a public examination). The Head will advise the Parents of the procedure (current at that time) when informing parents of the decision. A Trustees Review will be conducted under fair procedures in accordance with the requirements of natural justice.

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

8.17. **Complaints procedure**: A complaint as described in clause **6.2** above which does not involve Permanent Exclusion or Removal of the Pupil must be made in accordance with the School's complaints procedure, a copy of which is available on the School website and 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

9.2.2. one of the Parents with the prior written consent of the other Parent

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 Finance Manager 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 within seven days of the date of the Notice.

9.3. **Cancel or 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.

9.4. **Withdraw or 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.

9.5. **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 of the Parents meeting face to face with a member of the School staff

during the contractual process, the Parents have the right to cancel this agreement at any time within 14 days of the day after We receive Your completed and signed acceptance form and Acceptance Deposit. In such circumstances, the Acceptance Deposit will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement. (Please note this clause does not apply to Tier 4 sponsored students)

9.6. **Fees in lieu of Notice**: Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following termination by the parents on less than one full Term's Notice, or the Pupil is excluded for more than 28 days for non-payment of Fees as set out in clause **4.6**. Fees in Lieu of Notice is not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability at the School and to enable it to plan its staffing and other resources.

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

9.8. **Termination by the Parents**: Except when the Pupil is to leave at the end of the Summer Term in Year 6, Year 11 or Year 13 or clause **9.11** below applies, if the Parents wish to Withdraw the Pupil or Cancel and terminate this contract at any time, or after the expiry of the 14 day cancellation period described in clause **9.3** above, if applicable, they shall do so either by:

9.8.1. providing at least one Term's Written Notice. If the Parents Cancel by providing at least one Term's Written Notice the School shall retain the Acceptance Deposit

9.8.2. paying one Term's Fees in lieu of Notice

9.8.3. **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

9.9. **Other Notice requirements**: The requirements in **9.8** shall also apply if following the GCSE year or Year 12, the Pupil will not return for the following year, even if they have achieved the required grades.

9.10. **Cancelling a place offered in the Term before Entry**: The Parents agree that if they accept the offer of a place made in the Term immediately prior to the Term

of Entry, they shall immediately become liable to pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, regardless of whether they subsequently cancel the place or their child does not enter the School. 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 their place on or before the first day of the preceding summer term (i.e. the final term of the previous academic year) or pay the fees in lieu referred to above.

9.11. **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.

9.12. **Discontinuing extra tuition**: A Term's Written Notice is required to discontinue extra tuition, or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.

9.13. **Termination by the School**: The School may terminate this agreement:

9.13.1. on one Term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees

9.13.2. on reasonable notice if, in the professional opinion of the Head, the School is unable to provide all or a significant proportion of the educational services required by the Pupil, or where the pupil drains the resources of the school to the detriment of the other pupils; further where in the school's view all trust and confidence between parents and the school have been eroded, or immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School

9.14. **Our rights to end the contract**: In addition to the School's right to terminate under Clause **7** or **9.13.2**, 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:

9.14.1. 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

9.14.2. 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 or any information about your child's health, medical condition, special educational needs, disability or allergies)

9.14.3. 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 Clause **4.14**

9.14.4. you (or either of you):

9.14.4.1. are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract

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

9.14.4.3. are the subject of a bankruptcy petition or order

9.14.4.4. you enter into an individual voluntary arrangement

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

9.15. **Your rights to end the contract**: You may end this contract at any time by notice in writing to the School if:

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

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

9.16. **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 6, Year 11 or Year 13). This may be at the end of Year 6 or Year 11 if your child does not meet any requirements

imposed by the School under Clause **8** for entry to the Senior School or Sixth Form.

10. Events beyond the control of the parties

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

10.2. **Notification**: If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

10.3. **Continued force majeure**: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause **10.2** shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

11. General contractual matters

11.1. Data protection: Please note that the School has a parent privacy notice and a pupil privacy notice which explain how the School will use the parent's and the pupil's personal data. These privacy notices are published on the School's website. Parents / guardians must read these privacy notices in full before signing the acceptance form. As pupils will enter Year 7 or above, parents / guardians must show their child a copy of the pupil privacy notice and discuss it with them before accepting the offer of a place.

11.2. 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.

11.3. 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.

11.4. 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:

11.4.1. a change of ethos or culture

11.4.2. a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care

11.4.3. a change of ownership of the School

11.5. 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 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.

11.6. Third party rights: Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

11.7. 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.

11.8. Jurisdiction: This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Schedule 1: Summary of clauses containing financial consequences

Event	Clause
Offer of a place and deposit	3.3
Indemnity	4.5
Refund or waiver	4.6
Exclusion for non-payment	4.7
Late payment	4.8
Fees following Permanent Exclusion	8.11
Fees following Removal	8.13
Cancellation rights	9.5
Fees in lieu of Notice	9.6
Termination by the Parents	9.8
Other Notice requirements	9.9
Cancelling a place offered in the Term before Entry	9.10
Discontinuing extra tuition	9.12