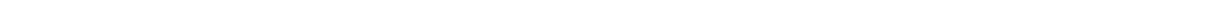




Charterhouse Square School

33-40 Charterhouse Square, London EC1M 6EA – 020 7600 3805



PARENT CONTRACT

Charterhouse Square School

Terms and Conditions

1 Introduction

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

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

together the "**Contract**".

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

1.2 **Variations:** The School reserves the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate Term before the modifications are to take effect. For example, if the updated terms and conditions are to take effect at the start of the Autumn Term, we will notify you before the end of the preceding Spring Term.

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:** Charterhouse Square School, as any other school, is likely to undergo a number of changes during the time your child attends the School. Please see clause 11.3 for further details of the changes that may be made and the notice provisions that will apply.

2 Terminology

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

"Acceptance": means your acceptance of an offer of a place at the School by completing and returning the Acceptance Form to the School. ("**Accept**" and "**Accepted**" will be interpreted accordingly).

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

"Acceptance Form": means the acceptance form which both of you (as holders of Parental Responsibility) must complete and return to the School in order to Accept the offer of a place at the School.

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

"Additional Deposit": means, if applicable to you, the additional deposit as shown on the fees list for the relevant year.

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

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

"Cancellation": means the cancellation of a place at the School which has been Accepted by you and which occurs before your child's Entry. ("**Cancel**" and "**Cancelled**" will be interpreted accordingly).

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

"Entry": means the date when your child joins the School for the first time under this Contract. ("**Entered**" and "**Enter**" will be interpreted accordingly).

"Expulsion": means that the child is required to leave the School permanently in circumstances described in clause 8.8. ("**Expel**" and "**Expelled**" will be interpreted accordingly).

"Fees": means the termly fees payable by you to the School in respect of your child's education. For information about what is included or not included within the Fees, please see clauses 4.1 and 4.2.

"Fees in lieu of Notice": means the one Term's Fees payable at the rate applicable for the Term following (as applicable) Cancellation or Withdrawal payable in accordance with clause 9.

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

"Full Term's Written Notice": means written notice given not later than the first day of the Term before the Term to which the notice relates. For example, a Full Term's Written Notice is required to Withdraw your child from the School. So, if you wish to Withdraw your child with effect from the start of the Summer Term, a Full Term's Written Notice means you need to tell the School in writing about the Withdrawal, at the latest, on the first day of the Spring Term immediately before. This is because the Summer Term is the term to which the notice relates.

"Head": means the Head of the School as appointed by the Director of Education (which may include the Head of the Junior and/or Senior School (if applicable)) who is responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated.

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

"Parental Responsibility": means all those who have parental responsibility (i.e. legal responsibility for) a child.

"parents" or **"you"**: means all holders of Parental Responsibility who have signed the Acceptance Form. You are both individually and jointly responsible for complying with your obligations under these terms and conditions.

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

"Removal": means the permanent and required removal of the pupil from the School in circumstances described in clause 8.9.

"Review": has the meaning given in clause 8.13.

"Supplementary Charges": has the meaning given in clause 4.2.

"Suspension": means that the pupil is sent or released home for a limited period in circumstances described in clause 8.8. ("**Suspend**" and "**Suspended**" will be interpreted accordingly).

"School" or **"we"**: means Cognita Schools Limited, trading as Charterhouse Square School, as now or in the future constituted (and any successor). The School is constituted as a company limited by shares.

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

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

"Term": means a term of the School as published on the School's website and as notified to you from time to time.

"Withdrawal": means the withdrawal of your child from the School in accordance with clause 9.6. ("**Withdrawn**" and "**Withdraw**" will be interpreted accordingly).

3 Entry to the School

3.1 **Registration and Acceptance:** This Contract is formed when the completed Acceptance Form, the Acceptance Deposit and (if applicable) the Additional Deposit are received by the School. You and the School agree that the Acceptance Form may be executed by electronic signature (via the method specified by us), and such method of signature is as conclusive of your and our intention to be bound by this Contract as if signed by each party's manuscript signature.

3.2 **Equality:** The School is a co-educational school for pupils age 3-11. The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for those with disabilities are limited, but we will do all that is reasonable to ensure that we accommodate the needs of pupils who have disabilities for which, after reasonable adjustments, we can cater for adequately. This includes complying with our legal and moral responsibilities under equality legislation.

3.3 **Status of the Acceptance Deposit and the Additional Deposit:** The Acceptance Deposit and (if applicable) the Additional Deposit are not refundable if you Cancel your Acceptance of a place at the School. The limited exception to this is where notice is given in accordance with (as applicable) clause 9.4 or clause 9.5 below and the School actually fills the specific vacancy created by your child's Withdrawal. The specific vacancy is actually filled when the class your child was due to join is full and has a waiting list, such that 'but for' your decision to Cancel your Acceptance of a place, the replacement child on the School's waiting list for that class could not have been offered a place. If the vacancy is actually filled in this way, the School will refund the Acceptance Deposit and (if applicable) the Additional Deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs. Please be aware that in the event of a late Withdrawal it is very unlikely that the School would be able to fill the vacancy created by your child's Withdrawal.

3.4 **Use of the Acceptance Deposit and Additional Deposit:** The Acceptance Deposit and (if applicable) the Additional Deposit are payable by you on the Acceptance Date. The Acceptance Deposit and (if applicable) the Additional Deposit will be retained in the general funds of the School until your child leaves when it will be repaid to you, subject to the full and final payment of the Fees and all other sums due to the School on the Pupil's leaving, including Supplementary Charges, unless:

3.4.1 stated otherwise in these terms and conditions; or

- 3.4.2 the payment of the Fees is by way of a School Fee Plan, in which case the Acceptance Deposit and Additional Deposit (if applicable) will be retained by the School and paid to the applicable School Fee Plan; or
- 3.4.3 you have indicated that you would like to donate the Acceptance Deposit and/or the Additional Deposit (if applicable) to the School's Community Fund.
- 3.5 **Additional Deposit:** The School may require payment on the Acceptance Date of an Additional Deposit if your normal place of residence is outside of the United Kingdom.
- 3.6 **Where the School sponsors your child's visa:** The School currently holds a student sponsor licence to sponsor international students under the points based system of immigration. It is your responsibility to ensure that your child has the appropriate immigration permission to live in the United Kingdom and to study at the School. In order for the School to comply with its responsibilities as a licenced student sponsor for immigration purposes, the School may need to provide information relating to your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether your child is a sponsored child or not). Such information may include information about your child's immigration status, attendance records, and any changes in their or your circumstances (including where your child is Expelled, Removed, or this Contract is terminated). Occasionally, information regarding the immigration status of at least one of you in the United Kingdom will also be required. Therefore, the School may take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a student sponsor, including passport, visa and/or vignette or biometric residence permits ("**BRPs**") and/or the share code of your child and at least one of you. You must inform the School where your immigration status or the immigration status of your child changes, and the School may be entitled to terminate this Contract where you do not inform us of a change in your or your child's immigration status. Please see clause 9.9.
- 3.7 **Where the School does not sponsor your child's visa:** If your child is not a British or Irish citizen and the School is not sponsoring your child under the *Child Student* or *Student* routes (as discussed in clause 3.6 above), or your child does not have the appropriate immigration permission through another visa, you must enclose satisfactory evidence of your child's right to live in the UK and study at the School when you complete and return the Acceptance Form. (For example, a copy of your child's BRP (full copy including both sides of the BRP) and, where available, provide the share-code and confirmation of your child's date of birth for the School to conduct checks and download applicable documentation from the Home Office website directly). If your child's immigration status is dependent on either of your immigration statuses, then you must also enclose satisfactory evidence of your right to live in the United Kingdom. (For example, your BRP (full copy including both sides of the BRP) as applicable and, where available, your share-code and date of birth for the School to conduct checks and download applicable documentation from the Home Office website directly). The School may terminate the Contract in accordance with clause 9.9 if at any time the School discovers that your child does not have the appropriate immigration permission to live in the United Kingdom and to study at the School. Please see clause 9.9.

4 Fees

- 4.1 **What the Fees include:** Unless set out in the fees list or the School's website, or notified to you at any time, the Fees include the costs we incur in the usual course of educating your child.
- 4.2 **What the Fees do not include:** The Fees do not include Supplementary Charges, which are payable in addition to the Fees. You will be informed of any Supplementary Charges that are not covered by the Fees. "**Supplementary Charges**" means those charges which are additional to the Fees. For example, Fees for extra tuition or charges for any extra-curricular activities (such as individual music lessons, trips and visits) or services which you have agreed in advance your child may participate in or receive. Supplementary Charges may also include: (a) other extras such as clothing and equipment, photographs or other items ordered by you; (b) charges arising in respect of some educational visits; (c) charges incurred by the School in providing for the special educational needs of your child; (d) charges incurred by the School in respect of damage (or insurance excess) where your child alone or with others has caused loss

or damage to School property, or the property of any other person (fair wear and tear excluded); (e) the charges set out in clause 4.19; or (f) bank charges arising from default in Fees or Supplementary Charges payments, or interest on late payment, if incurred. In addition, all public examination fees will be charged as Supplementary Charges.

- 4.3 **Applicable taxes:** All of the Fees and Supplementary Charges are exclusive of any taxes, which will be added (where applicable).
- 4.4 **Payment of fees:** Each of you agree to pay the full amount of Fees and Supplementary Charges on a joint and several basis (at the rate applicable to each Term to which they relate) directly to the School. Except where a separate agreement has been made between each of you and the School for the deferment of payment of Fees and Supplementary Charges, Fees and Supplementary Charges for each Term are due and payable in cleared funds before the first day of the Term to which they relate. If an item on any invoice is under query, you should contact the School promptly to let us know. You will not have to pay any interest on the disputed sum until the dispute is resolved. Once the dispute is resolved, the School will charge interest on correctly invoiced sums from the original due date. In the event of an increase in Fees in accordance with clause 4.16, you must pay the full amount of the increased Fees. Payment of Fees under this Contract and any other agreement for the payment of Fees must be made by direct debit, bank transfer or standing order, unless otherwise notified by the School. Payment of Fees by cash or cheque will not be accepted. The Fees may be paid by School Fee Plan. However, Supplementary Charges are payable via *Cognita Connect* and may not be paid by School Fee Plan. Please note that court orders (for example, where you are separated or divorced) and other arrangements between you or third parties relating to Fees and Supplementary Charges do not normally bind or apply to the School, and do not extinguish either of your liability for the Fees and Supplementary Charges due under this Contract.
- 4.5 **Payment of fees by a third party:** Fees or Supplementary Charges payable by a third party (for example, an employer, grandparent, step-parent or third party credit provider (such as a School Fee Plan)) will be subject to a separate agreement between the School, each of you and the third party. An agreement with a third party (including a School Fee Plan provider) to pay the Fees or any other sum due to the School does not release you from liability for payment of the Fees or Supplementary Charges if the third party defaults, unless an express release has been given in writing, signed by the Bursar. The School may refuse payment from a third party including where the School is not satisfied as to the identity of the third party, their source of the funds, or if the third party payer form is not completed in full.
- 4.6 **Refund or waiver:** Save where there is a legal liability, including liability under a court order or under the provisions of this Contract to make a refund or reduction of Fees or Supplementary Charges, Fees and Supplementary Charges will not be refunded or reduced and will still be due if:
- 4.6.1 your child is absent due to illness; or
 - 4.6.2 a Term is shortened, or a vacation extended; or
 - 4.6.3 your child is released home before or after public examinations (if applicable) or otherwise before the normal end of a Term; or
 - 4.6.4 the School is temporarily closed for the health and safety of those at the School.
- See also clause 9.10 for information about events beyond the control of the parties.
- 4.7 **Non-payment of fees – refusal to attend school:** We may refuse to allow your child to attend the School, withhold any references, and/or withdraw sponsorship of your child's student visa (if applicable) while the Fees remain unpaid or if there is a persistent failure by you to pay the Fees on time. This applies in addition to our right to terminate this Contract under clause 9.9.

- 4.8 **Non-payment of Supplementary Charges – refusal to participate in the relevant activity or receive the relevant service:** We may refuse to allow your child to participate in the relevant extra-curricular activity or receive the relevant service, or sit the relevant public examination(s), while the applicable Supplementary Charge for that activity, service or examination remains unpaid.
- 4.9 **We can notify other educational institutions of your outstanding payments:** We may inform any other school or educational establishment to which you propose to send your child of any outstanding Fees or Supplementary Charges.
- 4.10 **Interest:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between each of you and the School, simple interest may be charged on a day-to-day basis on Fees or Supplementary Charges which are unpaid at the due date for payment. The rate of interest charged on the overdue amount will be at 3% a year above the Bank of England's base rate from time to time accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You acknowledge that the School may take such action as it determines to recover any unpaid Fees or Supplementary Charges and all associated costs and expenses, without notice. You must pay the School the interest together with the overdue amount. You will also be liable to pay all costs, fees, disbursements and charges (including legal fees and costs reasonably incurred by the School) in the recovery of any unpaid Fees or Supplementary Charges regardless of the value of the School's claim.
- 4.11 **Part payment:** Any sum paid that is less than the sum due and owing may be accepted by the School as part payment only. Please see clause 4.4 which relates to the requirement to pay the full amount of Fees (including any increases applicable to the Term to which they relate) and/or Supplementary Charges. Interest may be applied to any unpaid balance of Fees and/or Supplementary Charges, as set out in clause 4.10.
- 4.12 **Allocation:** The School will allocate payments made in its discretion. You agree that a payment made in respect of one of your children may be allocated by the School to the unpaid account of any of your other children at the School.
- 4.13 **Instalment arrangements:** An agreement by the School to accept payment of current and /or future Fees by instalments is discretionary and will be subject to a separate agreement between each of you 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 you, the terms and conditions of the instalment agreement or the invoice will prevail.
- 4.14 **Payment options:** Lump sum advance payments of Fees are no longer accepted by the School except for international students under the *UK Confirmation for Acceptance of Studies* sponsorship scheme which requires annual billing. The School may allow annual billing for other pupils, but such an arrangement will be subject to a separate agreement. If applicable, you must pay *Childcare Grant Payment Service* contributions by the due date stated on the relevant invoice. Childcare vouchers may be accepted by certain childcare providers for children under the age of five or prior to the commencement of their compulsory education towards the payment of Fees. Please check with the School directly as to whether we accept childcare vouchers.
- 4.15 **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 your child's part and to you treating the School and our staff reasonably. Persistent late payment of Fees or Supplementary Charges may result in the award being removed. The terms on which such awards are offered and accepted by the School will be notified to you at the time of offer. Any value attached to a scholarship will be deducted from Fees before any bursary or other concession is calculated or assessed.
- 4.16 **Fee increases:** The School will review the Fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the Fees will be sent to you before the end of the penultimate Term before the increase is to take effect. For example, if

the Fees are to increase at the start of the Autumn Term, the School will notify you before the end of the preceding Spring Term. This will allow you time to consider the increase and, if you wish to Withdraw your child from the School before the proposed increase is due to take effect, then you will have sufficient time to provide the required Full Term's Written Notice of Withdrawal to the School under clause 9.6 below. If the School gives you notice of a Fee increase later than the last day of the penultimate Term before the increase is to take effect, you will be entitled to Withdraw your child from the start of the following Term PROVIDED THAT you give the School notice in writing of the Withdrawal within 21 days from the date when notice of the increase in Fees was given. If you provide this notice, you will not need to give a Full Term's Written Notice or pay Fees in lieu of Notice and will be able to withdraw your child without being responsible for the Fees for the next Term.

- 4.17 **Information about Fees:** You acknowledge that the School may make enquiries of your child's previous school(s) for confirmation that all sums due and owing to such school(s) have been paid. You also understand that the School may inform any other school or educational establishment to which your child is to be transferred if any Fees of this School are unpaid.
- 4.18 **Identity:** From time to time the School may require you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:
- 4.18.1 your identity;
 - 4.18.2 (if different) the identity of the person who is paying the Fees;
 - 4.18.3 your child's identity;
 - 4.18.4 your child's right to enter, live and study in the United Kingdom;
 - 4.18.5 the legitimate source of funds you or the person(s) paying the Fees is/are using to pay the Fees; and
 - 4.18.6 that neither of you nor the person(s) paying the Fees is subject to, or is connected with, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority.
- 4.19 **School devices:** The School may charge you the following in respect of a device issued by the School to your child which is lost or damaged (fair wear and tear excluded):
- 4.19.1 for a lost or damaged iPad, a charge of £200;
 - 4.19.2 for a laptop which has been lost or damaged and is not repairable, a charge of £500; and/or
 - 4.19.3 for a laptop which has been damaged but can be repaired, a charge of £300.

The charges will be payable whether or not the damage was accidental or otherwise. These charges will be payable for devices not returned (which will be considered a lost device), or returned damaged, on your child leaving the School.

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 your child but cannot guarantee that your child will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 5.2 **Organisation of the curriculum:** We will organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community

as a whole. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. We will endeavour to inform you of changes to the curriculum and the reasons for them as soon as practicable. If you have specific requirements or concerns about any aspect of your child's education or progress, you should contact your child'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 and sharing information with you:** The School will monitor your child's progress and report regularly to you by means of any of the following (as determined by us): parents' evenings, report cards, assessment grades and/or written reports. Please note that any person who has Parental Responsibility for your child is entitled to receive certain core information from the School about your child's progress and attainment. 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).
- 5.4 **Sex education (if applicable):** Your child will receive health and life skills education appropriate to his / her age in accordance with the curriculum from time to time unless you have given formal notice in writing that you do not wish your child to take part in this aspect of the curriculum.
- 5.5 **Public examinations:** The Head may, after consultation with you and your child, decline to enter your child's name for a public examination if, in the exercise of his / her professional judgement, the Head considers that by doing so your child's prospects in other examinations would be impaired and / or if your child has not prepared for the examination with sufficient diligence (for example, because your child has not worked or revised in accordance with advice or instruction from his / her tutors).
- 5.6 **Reports and references:** Information supplied to you and others concerning the progress and character of your child, and about examinations, further education and career prospects, and any references will be given conscientiously and with all due care and skill but the School does not guarantee that this information is accurate or error free. Any reference supplied by the School (or received by the School) will be confidential.
- 5.7 **Special educational needs:** The School will do what is reasonable to detect and deal appropriately with any difficulty (including but not limited to social, emotional, behavioural or learning difficulty) which is considered to be a "special educational need". We will advise you if we have any serious concern about your child's progress, but we do not undertake to diagnose dyslexia, ADHD, or other conditions.
- 5.8 **Screening for learning difficulties, disabilities and health conditions:** The screening tests available to schools are indicative only: they may not be accurate or reliable. You will be notified if a screening test indicates that your child may have a special educational need. A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments.
- 5.9 **Information about special educational needs, disability and/or health:** You must notify the Head when completing the School's confidential information form and during the course of your child's education in writing if you are aware or suspect that your child has a

difficulty which is considered to be a special educational need, or a disability or health condition which may impact your child's education or attendance at School and you must provide the School with copies of all written reports and other relevant information, including any draft or final *Education Health and Care Assessments or Plans*. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so. If you withhold from the School or otherwise seriously misrepresent to the School information regarding the special educational needs of your child, this may result in the School exercising our right to terminate this Contract under clause 9.9 below.

- 5.10 **Moving up the School:** It is assumed that if your child satisfies the relevant criteria at the time he / she will progress through the School and will ultimately complete the last academic year of the School. You will be consulted before the end of the Spring Term in the relevant academic year(s) if there appears to be any reason why your child may be refused a place at the next stage of the School. However, you must give the required Full Term's Written Notice (i.e. before the first day of the Summer Term) in accordance with clause 9.6 if you do not intend for your child to proceed to the next stage of the School, or Fees in lieu of Notice will be payable.
- 5.11 **Intellectual property:** Where your child creates a copyright work, including where the work is created jointly with any member of staff, or another pupil, the School may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet or public website.
- 5.12 **Pupil's work:** You consent for yourselves and (so far as you are entitled to do so) on behalf of your child, to the School retaining your child's original work until, in the professional judgement of the Head, it is appropriate to release the work to your child. Certain coursework (if applicable) may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve your child's work undamaged but cannot accept responsibility for loss or damage caused to this or any other property of your child 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 your child. You will be provided with relevant information in advance of educational visits. Unless you specifically notify the School in writing that you do not wish your child to take part in a specific educational visit, by entering into this Contract you consent to your child taking part in off-site activities, sporting fixtures and adventure activities (which may extend beyond the normal start and finish of the school day) provided each visit or activity costs £100.00 or less. You agree that your child will be subject to School discipline in all respects whilst engaged in an educational visit. All other educational visits not covered by this clause 5.13 will be subject to your prior written approval.
- 5.14 **The cost of educational visits:** The School will advise you in advance of any additional costs associated with an educational visit, including those visits described in clause 5.13 above. The cost of a visit in excess of £100.00 will be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect your child's safety and welfare, or to respond to breaches of discipline, will be added to the Fees invoice. The School may prohibit your child 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 your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others. For information on the School's policy regarding digital safety, please refer to the digital safety policy available on the School's website.
- 6.2 **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School where you seek action by us, must be notified to us as soon as practicable. A copy of

the School's Complaints Procedure is published on the School website and can be supplied on request.

- 6.3 **Pupil's rights:** Your child, if of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his / her parents. If any conflict of interest arises between you and your child, the rights of, and duties owed to, your child will in most cases take precedence over your rights and duties owed to you.
- 6.4 **Head's authority:** You authorise the Head to take and / or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote your child's welfare.
- 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 you and your child and we expect the same of you and your child in relation to the School, its staff and the School community as a whole. You should refer to clause 8 for the possible sanctions which may be imposed should you or your child not comply with the standards set out above in this clause 6.5.
- 6.6 **Dietary Requirements:** Each pupil attending the School receives meals provided by the School in accordance with the meal arrangements notified by the School to you. You must advise the School in writing if your child has any dietary requirements or allergies. A doctor's note must be provided if your child has a medically diagnosed food allergy. All reasonable care will be taken to ensure that your child does not come into contact with certain foods. If the School provides meals for your child in accordance with this clause, food should not be brought onto the School's premises by your child unless otherwise agreed between you and the School.
- 6.7 **Physical contact:** You consent to such physical contact with your child:
- 6.7.1 as may accord with good practice; or
 - 6.7.2 as may be appropriate and proper for teaching and instruction; or
 - 6.7.3 for providing comfort to your child in distress; or
 - 6.7.4 to maintain safety and good order; or
 - 6.7.5 in connection with your child's health and welfare.

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

- 6.8 **Disclosures:** You must, at the time of your child joining the School, or when such information subsequently changes or develops after Entry, disclose to the School in confidence:
- 6.8.1 any known medical condition, health problem or allergy affecting your child, whether underlying, short-term, or long-term, including any infections;
 - 6.8.2 any history of a learning difficulty on the part of your child;
 - 6.8.3 any disability, special educational need or any social, emotional or mental health needs on the part of your child;
 - 6.8.4 any family circumstances or court order in respect of the care or living arrangements of your child; your child's attendance at the School; the School's provision of education to your child; and/or the payment of Fees;

- 6.8.5 any concerns about your child's safety;
 - 6.8.6 any significant change in your financial circumstances;
 - 6.8.7 any change to your child's immigration status and right to enter, live and study in the United Kingdom.
- 6.9 **Confidentiality:** The Head may override your and your child's rights to confidentiality, and impart confidential information on a need-to-know basis, including to the appropriate outside agencies, where necessary to safeguard or promote your child's welfare or to avert a perceived risk of serious harm to your child or to another person at the School. The School will have the right to disclose confidential information about your child if it is considered to be in your child's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, need-to-know basis. In some cases, members of staff may need to be informed of any particular vulnerability your child may have.
- 6.10 **Monitoring your child's email, internet and mobile usage:** The School reserves the right to monitor your child's use of:
- 6.10.1 e-mail;
 - 6.10.2 internet; and
 - 6.10.3 mobile electronic devices.
- See also the School's policy on acceptable use of IT and email.
- 6.11 **Special precautions:** The Head needs to be aware of any matters that are relevant to your child's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to your child for whom any special safety precautions may be needed.
- 6.12 **Leaving School premises:** The School will do all that is reasonable to ensure that your child remains in our care during School hours. Please note that we cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a School activity or otherwise under the direct supervision of a member of School staff. The School cannot prevent a pupil aged 16 years or over from leaving School premises during School hours.
- 6.13 **Residence during Term time:** Except where otherwise arranged, your child is required during Term time, and at weekends and half term, to live with you or a legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately if your child will be residing during Term time under the care of someone other than you or his or her education guardian.

Communications from you: Communications or instructions from one of you will be deemed by the School to be received from both of you (if applicable) unless there is clear evidence of a contrary view. However, a notice of Cancellation or Withdrawal of your child served under this Contract (ie, under either of [clauses 9.4, 9.4, or 9.5](#)) must be in writing and signed by each of you as the holders of Parental Responsibility for your child. The School will be entitled not to accept such notice unless and until all holders of Parental Responsibility have signed such notice.

- 6.14 **Absence of Parents:** When both of you will be absent from your child's home overnight or for a 24 hour period or longer, the Head must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of your child.
- 6.15 **Collection of your child:** The Head must be notified in writing if anyone other than you is collecting your child from the School. The School will not permit a child to leave with a third party unless such notification has been received. In the case of an emergency, the School may operate a password system.

- 6.16 **Late Collection:** The School may charge a late collection fee, as per the School's fees list, for each occasion your child is collected after the School's published hours.
- 6.17 **Education guardians:** If you reside outside the United Kingdom, you must appoint before Entry an education guardian for your child in the United Kingdom. The School can accept no responsibility for your child when he / she is in your care or the care of their education guardian. You 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 you. You are responsible in each case for satisfying yourselves as to the suitability of an education guardian. You must immediately on appointment provide the School with up to date contact details for the appointed education guardian and must immediately notify the School of any changes to those details.
- 6.18 **Photographs or images (including video recordings):** The School will use photographs of your child for use in the School's manual ID system and for educational purposes as part of the curriculum or extra-curricular activities. In addition, you and, where your child is of sufficient maturity (usually when aged 13 or older), will be asked to complete the School's *Photo Consent Form* in respect of other uses of images of your child. For example, where consent is provided, the School may obtain and use photographs or images (including video recordings) of your child for:
- 6.18.1 use in the School's promotional material such as the prospectus, the website and social media;
 - 6.18.2 press and media purposes; and
 - 6.18.3 use within the School, e.g. on notice boards, in PowerPoint presentations and on display in classrooms.

The School may also seek specific consent from you (and your child where appropriate) before using a photograph or video recording of your child where the School considers that the use is more privacy intrusive. For more information about how the School uses photographs and videos of pupils, please see our Privacy Notices, which are available on the School's website.

- 6.19 **Transport:** You consent to your child travelling by any form of public transport and / or in a roadworthy motor vehicle (with valid MOT) driven by an adult who is duly licenced and insured to drive a vehicle of that type and who has satisfied the School's internal checks.
- 6.20 **Pupil's personal property:** Your child is responsible for the security and safe use of all his / her personal property including but not limited to money, mobile electronic devices, locker keys, watches, computers (including those required under any Bring Your Own Device scheme (if applicable)), musical instruments and sports equipment, and for property lent to them by the School.
- 6.21 **Bring Your Own Device:** You agree that your child will be responsible for any device they bring to the School (including those provided under any Bring Your Own Device scheme (if applicable)), and your child will use the device in accordance with the School's relevant rules and policies.
- 6.22 **Insurance:** You are responsible for insurance of your child's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.

7 Health and medical matters

- 7.1 **Medical declaration:** You will be asked to complete a Medical Information and Consent Form (or any other document required by the School) concerning your child's health and must inform the Head in writing if your child 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 **Circumstances where the School may require your child to remain at home:** 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 may provide education to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate (including, for example, by sending you/your child work assignments electronically or by post). For the avoidance of doubt, the School is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate.
- 7.3 **Medical information:** Throughout your child's time as a member of the School, the School, at the direction of the Head, has the right to disclose medical information about your child if it is considered to be in your child'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.
- 7.4 **Emergency medical treatment:** If your child requires urgent medical attention while under the School's care, we will:
- 7.4.1 take action (for example, by contacting the emergency services);
 - 7.4.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';
 - 7.4.3 share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and
 - 7.4.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.

8 Behaviour and discipline

- 8.1 **School regime:** You accept that the School will be run in accordance with the authorities delegated by the Director of Education to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the pupil is at issue.
- 8.2 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. You are expected to:
- 8.2.1 uphold and promote the School's good name;
 - 8.2.2 maintain a constructive relationship with School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate;
 - 8.2.3 encourage your child in his or her studies and, where applicable, continue education at home. Where the School provides materials or access to materials and/or provides instructions about teaching to be provided then you should use your best efforts to ensure that this is covered by your child whilst being educated at home;
 - 8.2.4 keep the School up-to-date and informed about matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the Fees and Supplementary Charges, any changes to your child's immigration status, and information relating to your child's health or special educational needs or medical conditions);

- 8.2.5 ensure that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (which may include information relating to your child's health or special educational needs or medical conditions), or changes to any of them, are not withheld and are shared in a timely and transparent manner;
- 8.2.6 ensure that your child takes full part in the activities of the School and ensure that your child attends each School day, is punctual, works hard, is well-behaved and complies with the School rules (including as regards the wearing of uniform and general appearance).
- 8.3 **School rules:** The School rules which apply are set out in the School's behaviour policy and other documents available to review by you. It is a condition of remaining at the School that you and your child (in each case to the extent applicable) comply with the School rules.
- 8.4 **Access to School Premises:** The School may require the exclusion of an individual (including either of you) from the School premises if the School determines in its absolute discretion that the individual's behaviour is aggressive, threatening, abusive or insulting or poses a risk to School staff, pupils or any member of the School community as a whole. The individual will be allowed to make representations to the Head if they dispute the School's decision under this clause 8.4. The School can either:
- 8.4.1 exclude the individual from the School's premises temporarily, until the individual has had the opportunity to formally make representations to the Head in accordance with this clause 8.4, or
- 8.4.2 inform the individual that we intend to exercise our rights under this clause 8.4 and invite them to make representations to the Head by the deadline notified to the individual.
- After the individual's representations have been heard, the Head can decide whether to continue with the exclusion of the individual from the School's premises. The decision will be reviewed within a reasonable period of time from the exclusion, the timing of such to be determined by the Head.
- 8.5 **School discipline:** You 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 your child and the School community as a whole. The School's policy on behaviour and discipline current at the time and published on the School website applies to all pupils at the School and at all times when your child is in or at the 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 policy also applies at all times and places, in circumstances where failing to apply the 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.
- 8.6 **Drugs and alcohol (if applicable):** Your child 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 each case in breach of School rules or policies. A sample or test in these circumstances will not form part of 'your child's permanent medical record.
- 8.7 **Sanctions:** The School's current policies (which are non-contractual and may be subject to change from time to time) on sanctions are available to you on request. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges or Suspension or Removal or Expulsion.

- 8.8 **Expulsion and Suspension:** The Head may in his or her discretion Suspend or, in serious or persistent cases, Expel your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside School) is unsatisfactory and/or the Suspension or Expulsion is in the School's best interests and/or those of your child or other children.
- 8.9 **Required Removal:** Instead of Expulsion or Suspension, the Head may in his or her discretion require you to remove your child from the School if the Head considers that:
- 8.9.1 your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's and/or other children's progress at the School, and/or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute (among the School community or the general public); and/or is not in accordance with your obligations under this Contract; and/or
 - 8.9.2 your child's attendance and/or progress at the School is unsatisfactory; and/or in the reasonable opinion of the Head, the Removal is in the School's best interests and/or those of your child and/or other children; and/or
 - 8.9.3 your child's conduct or behaviour (including conduct or behaviour outside School), is unsatisfactory; and/or
 - 8.9.4 the School is unable to meet your child's needs, including in cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.
- 8.10 **Fees following Expulsion, Suspension or Removal:** Should the Head exercise his or her right under either clause 8.8 or clause 8.9 above:
- 8.10.1 you will not be entitled to any refund or remission of Fees or Supplementary Charges due (whether paid or payable) in or relating to the Term in which your child is Expelled, Suspended or Removed;
 - 8.10.2 in respect of Expulsions and Removals (but not in cases of Removals under clause 8.9.2 and/or clause 8.9.3 and/or clause 8.9.4), the Acceptance Deposit will be forfeited and retained by the School but the Additional Deposit (if applicable) will be refunded, without interest and less any sums owing to the School; and
 - 8.10.3 in respect of Expulsions and Removals, Fees in lieu of Notice will not be payable and any Fees and/or Supplementary Charges that have been prepaid for or relating to any Term after the Term in which the Expulsion / Removal occurred will be refunded. For the avoidance of doubt, all arrears of Fees will remain due and payable.
- 8.11 **Impact of Expulsion of Removal on this Contract:** This Contract will terminate with immediate effect if your child is Expelled or Removed from the School.
- 8.12 **Leaving status:** The School reserves the right to record the leaving status of your child on your child's file immediately after an Expulsion or Removal or Withdrawal.
- 8.13 **Review:** You may request a review panel hearing ("**Review**") of a decision to Expel or require the Removal of your child from the School (but not a decision to Suspend your child unless the Suspension is for 11 School days or more, or would prevent your child taking a public examination). The request must be made as soon as possible and in any event within 7 days of the Head's decision being notified to you. The Review panel will be appointed by the Director of Education. A Review will be conducted under fair procedures in accordance with the requirements of natural justice. You will be given a copy of the Review procedure current at the time.

9 Provisions about Notice

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

9.1.1 you wish to Cancel your child's place after the Acceptance Date; or

9.1.2 you wish to Withdraw your child from the School after Entry.

Please also see clause 5.10.

9.2 **Fees in lieu of Notice:** Fees in lieu of Notice will be payable in circumstances where you have not given a Full Term's Written Notice.

9.3 **Deferrals:** You may defer your child's place at the School for one Term without incurring any additional charges for the deferral, provided that you obtain the prior written consent of the Head and that your child joins the School in the Term immediately after the Term in which your child was originally due to join. If the School agrees that you may defer your child's place for one Term and your child does not join the School in the Term immediately after the Term in which your child was originally due to join, your child's place at the School will be Cancelled and a Term's Fees will be payable by you and will become due and owing to the School upon demand as a debt. The School will credit the Acceptance Deposit you have paid to the payment of the Term's Fees you will owe us, and (if applicable) will refund the Additional Deposit.

9.4 **Cancelling Acceptance:** If you wish to withdraw Acceptance BEFORE your child starts at the School you must *either* give the School a Full Term's Written Notice to that effect *or* pay to the School Fees in lieu of Notice. 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 Acceptance on or before the first day of the preceding Summer Term (ie, the final Term of the previous academic year) or pay Fees in lieu of Notice.

9.5 **Cancelling Acceptance of a place offered in the Term before Entry:** If the offer of a place and your Acceptance is made in the Term immediately prior to the Term of Entry then this clause applies rather than clause 9.4. You must *either* give the School a notice of Cancellation no later than four weeks from the Acceptance Date *or* pay to the School Fees in lieu of Notice.

9.6 **Withdrawal:** If you wish to Withdraw your child from the School (other than at the normal leaving date which is at the end of year 6) you must *either* give us a Full Term's Written Notice to that effect *or* pay to the School Fees in lieu of Notice, at the rate that would have been charged for the final Term of provision if a Full Term's Written Notice had been given. The School will credit the Acceptance Deposit (without interest or any entitlement to repayment) to the payment of any such Fees in lieu of Notice. This means that if, for example, you wish to Withdraw your child with effect from the start of the Autumn Term (ie, at the start of an academic year) then you would need to tell the School in writing that you wish to withdraw your child on or before the first day of the preceding Summer Term (ie, the final term of the preceding academic year) or pay Fees in lieu of Notice.

9.7 **Prior consultation:** It is expected that you, or duly authorised education guardian, will consult personally with the Head or with the Head's authorised deputy before Cancelling your child's place at the School or Withdrawing your child from the School. You must provide prior to or on giving a Notice of Withdrawal information to the School regarding the school which your child will be joining following Withdrawal, including the school's name and address.

9.8 **Discontinuing extra activities and services:** If you wish to withdraw your child from an activity or service charged for as a Supplementary Charge, you must *either* give a Full Term's Written Notice *or* pay to the School as a debt a Term's Supplementary Charges for the activity or service in which your child had ceased to participate.

9.9 **Termination by the School:** In addition to where this Contract is terminated automatically as a result of an Expulsion, Removal, Cancellation or Withdrawal, the School may terminate this Contract:

- 9.9.1 on one Term's written notice. The School will not do so without good cause;
- 9.9.2 if you do not make a payment to the School when it is due and still do not make payment within 14 days of the School's final reminder that such payment is due;
- 9.9.3 if you make a serious misrepresentation of facts or circumstances to the School, or withhold important information from the School about you (or either of 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 your child is legally entitled to enter and study in the United Kingdom when in fact your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);
- 9.9.4 if you fail or refuse to provide the School at any time with information required under clause 4.18; or we are not satisfied with the information you have provided (if any). Instead of ending this Contract, the School may otherwise refuse to allow your child to attend School until the relevant satisfactory information has been provided;
- 9.9.5 if your child no longer holds an immigration status which confers a right to study in the UK;
- 9.9.6 if you (or either of you):
 - (a) are unable, following our request, to demonstrate that you will be able to pay the Fees and Supplementary Charges due under this Contract;
 - (b) repeatedly or persistently fail to pay the Fees when they fall due for payment;
 - (c) are otherwise unable to pay your debts as they fall due;
 - (d) are the subject of a bankruptcy petition or order; or
 - (e) enter into an individual voluntary arrangement; or
- 9.9.7 if you otherwise do not comply with (ie, breach) your obligations under this Contract such that the School has 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.

9.10 **When this Contract will end if not terminated early:** For the avoidance of doubt and without the School having to provide you with notice, this Contract will end at the end of your child's schooling (at the end of year 6). This may be earlier if your child does not meet any requirements imposed by the School under clause 5.10.

10 Events beyond the control of the parties

10.1 **Notification:** If either the School or you is/are prevented from or delayed in carrying out our/your contractual obligations as a result of a Force Majeure Event, we/you must immediately notify the other party in writing and will be excused from performing those obligations while the Force Majeure Event continues.

10.2 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 30 days, the party who has provided notification under clause 10.1 will notify the other of the steps to be taken to ensure performance of its contractual obligations. If the School has notified you in accordance with clause 10.1, we will take reasonable steps to re-organise the curriculum

in order to continue to provide the delivery of educational services as soon as reasonably practicable.

- 10.3 **Termination:** If the Force Majeure Event continues for a total period greater than 60 days, the party in receipt of notification under clause 10.1 may terminate this Contract by providing at least 3 working days' notice in writing to the other party.

11 General contractual matters

- 11.1 **Data protection:** The School has a "parent privacy notice" and a "pupil privacy notice" which explain how the School will use your child's and your personal data. These privacy notices are published on the School's website.

- 11.2 **Consumer rights:** Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they will be treated as severable and will be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the protection offered by law.

- 11.3 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this Contract. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and procedures, the disciplinary framework, and the length of School Terms. In addition, we may undertake a corporate reorganisation exercise and/or a merger or change of ownership. Where practicable, the School will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate Term before the change is to take effect. For example, if a change is to take effect at the start of the Autumn Term, we would notify you before the end of the preceding Spring Term. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required Full Term's Written Notice of Withdrawal to the School under clause 9.6 above.

- 11.4 **Assignment:** The benefit and burden of this Contract may be freely assigned to another party at the discretion of the School. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

- 11.5 **Notices.** Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:

sent by email to the School using this email address: life@charterhousesquareschool.co.uk; or

11.5.1 delivered by hand or post to the School.

In light of the importance under this contract of serving certain notices on or before a particular deadline, and the consequences that may follow if you do not do so, we recommend that you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 7 days (during a school holiday period) after sending the notice

- 11.6 **Information for parents:** We provide you with information about the School and the educational services we provide in good faith. This information may be contained on the School's website or in statements made by staff or pupils during a visit or an open day. If you wish to take account of the information provided to you when deciding whether to enter into this Contract you should seek specific written confirmation from the Head that the information is accurate before you Accept the offer of a place.

- 11.7 **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 Fees or Supplementary Charges. After this Contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

- 11.8 **Rights in relation to the enforcement of this Contract:** If the School chooses not to enforce any part of this Contract, or delays enforcing it, this will not affect the School's right to enforce the same part later (or on a separate occasion) or the rest of this Contract. If the School cannot enforce any part of this Contract, this will not affect the School's right to enforce the rest of this Contract.
- 11.9 **Third party rights:** Only you and the School are parties to this Contract. Neither your child nor any third party is a party to this Contract and will not have any rights to enforce any term of it.
- 11.10 **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these terms and conditions.
- 11.11 **Jurisdiction:** This Contract was made at the School and it, together with each matter relating to the provision of educational services by the School is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Cognita Schools Limited (trading as Charterhouse Square School): a Company Limited by Shares

Registered in England No: 02313425

Registered Office: Seebeck House, One Seebeck Place, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8FR