

Atelier 21 Future School Terms and Conditions

1. Introduction

These terms and conditions tell you on what basis we provide educational services and reflect the custom and practice of many independent Schools. Please read these terms and conditions carefully before you accept our offer of a place at the School for your child. If you have any questions regarding these terms and conditions, please contact the Business Manager.

Together with any letter of offer and any acceptance form signed by you, these terms and conditions form the legally binding contract for educational services made between you and the School in relation to your child, otherwise referred to as “the Contract”.

These terms and conditions supersede any previously in force. Headings are for ease of reading only and are not otherwise part of the terms and conditions. Any examples given are by way of illustration only and are not exhaustive.

2. Definitions

2.1 Meanings of some words and phrases we use in these terms and conditions. In these terms and conditions some words and phrases have particular meanings, and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

“**Acceptance form**” means the document produced by the School for parents to complete and which once signed confirms acceptance of the School’s offer of a place at the School for the Pupil and the Terms and Conditions of the School.

“**admission**” occurs when Parents accept the offer of a place.

“**Acceptance deposit**” means the amount set out and referred to as the deposit in the Acceptance Form and that is separately set out in the Schedule of Fees

“**entry**” is the date when the Pupil attends the School for the first time pursuant to the Contract.

“**Permanently exclude**” means that the Pupil has been expelled from the School or otherwise required to leave by the School.

“**Fee**” and “**Fees**” means the termly fees set out in the Schedule of Fees

“**Schedule of Fees**” means the published note of the School’s prevailing fees notified to you from time to time and a copy of which remains available on the School’s website and from the School at any time upon request.

“Fees in lieu of notice” means Fees in full for the term of notice at the rate that would have applied had the Pupil attended the School that term.

“Proprietor” means the owner of the School, who is responsible for the governance of the School.

“Head of School” means the person who has overall executive responsibility for the running of the School.

“Headteacher” means the person who has overall day-to-day running responsibility of the school.

“The Pupil”, “child” or “your child” is the child or person named on the acceptance form, admitted by the School to be educated.

“Registration form” means the document produced by the School for parents to complete that initiates the admissions process.

"we" or the **"School"** means the legal entity carrying on as the School as identified in Clause 2 (2.2) below and comprising Atelier 21 Future School, a trading name for Atelier 21 Ltd, as now or in future constituted, or its duly authorised representative, as the context requires.

“The Parents”, “you” or “yours” means each person who has signed the Acceptance Form as a holder of parental responsibility for the child, or a person who with the School’s express written consent replaces a person who has signed the Acceptance Form (and "your" shall be construed accordingly).

“Supplemental charges” means items that are payable by you either to the School or to a third party that are in addition to the Fees.

“suspension” means that a pupil has been sent or released home by reason of non-payment of Fees.

"Term" means a term of the School as notified to parents from time to time.

"contract" has the meaning given in Clause 2 (2.3) below.

Two **“term’s notice”** means written notice given not later than the first day of term, two terms before the term to which the notice relates.

"Terms and conditions" mean these terms and conditions and may be amended from time to time under Clause 18 below.

“withdrawal” means that the Parents have withdrawn the Pupil from the School.

In these terms and conditions, we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words **"for example"**, **"includes"** or **"including"**. When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question. We also use headings to introduce separate provisions. These headings are for ease of understanding only.

2.2 Who we are. We are Atelier 21 Ltd a limited company registered in England and Wales. Our company number is 12422435 and our registered office is Ground Floor, 1/7 Station Road, Crawley, West Sussex, RH10 1HT.

2.3 Our contract with you. The Acceptance Form, the Schedule of Fees, the School rules, and these terms and conditions (as in each case may be varied from time to time) form the terms of an agreement (the "contract") between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

3. Acceptance and Deposit

- 3.1 Applicants will be considered as candidates for admission and entry to the School when the registration form has been completed and returned to us. Upon registration you and your child shall be required to visit the School for a taster day and/or meeting with the Head of School or Headteacher for the purpose of ensuring that you fully understand the School's ethos and teaching approach.
- 3.2 Admission will be subject to the availability of a place and you and your child satisfying the admission requirements at the time.
- 3.3 An offer of a place at the School is accepted by you upon completion and return of an Acceptance Form and payment of 50% of the first terms fees upfront.
- 3.4 The offer of a place and its acceptance by you gives rise to a legally binding contract between you and the School. Only you and the School are parties to the Contract. Your child is not a party to and may not enforce the Contract.
- 3.5 You are legally responsible, individually, and jointly, for complying with your obligations under the Contract. The School is entitled to treat any instruction, authority, request, or prohibition received from any person who has signed the Acceptance Form in respect of your child as having been given on behalf of all persons who have signed the Acceptance Form.
- 3.6 An acceptance deposit will be payable when you accept the offer of a place. **The acceptance deposit is non-refundable in the event your child does not take up a place at the School.** The only exception to this will be where the School fills the vacancy created by your child's withdrawal, in which case the acceptance deposit shall be refunded, less any administrative costs, or reasonable estimation of such costs. The acceptance deposit will form part of the general funds of the School and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School when your child leaves the School.

4. Parent Obligations

- 4.1 You agree to:
 - cooperate with the School and School Staff in good faith.
 - fulfil your obligations under the Contract (including paying Fees on time).
 - do all that you reasonably can to ensure your child takes a full part in the activities of the School.
 - do all that you reasonably can to ensure your child attends each School Day, is punctual and appropriately dressed for the activities in which they will be engaged.
 - do all that you reasonably can to ensure that your child applies themselves and complies with the School's Behaviour Management Policy.
 - encourage your child in their studies and give them appropriate support at home.
 - maintain a courteous and constructive relationship with School staff.

- provide cooperation and assistance to the School to enable your child to participate and benefit from the School's provision of education (including where the School wishes to provide such education remotely).
- attend meetings and otherwise keep in touch with the School.
- keep the School informed of matters affecting your child of which the School needs to be aware and ensure that all details or other information notified or otherwise disclosed to the School about your child is accurate, truthful, and not misleading and that relevant details and information (or changes to it) are not withheld; and
- provide to the School such information as we may reasonably require about your child, including but not limited to:
 - any known medical condition, health problem, allergy, or diagnosed dietary requirement.
 - any prescribed medication.
 - any lack of any vaccination which the child would ordinarily have by their age.
 - any family circumstances or court orders which might affect the child's welfare or happiness.
 - any concerns about the child's safety

4.2 You shall inform the School of any change in your or your child's circumstances of which the School reasonably needs to be aware (including, where applicable, any change to the child's entitlement to enter, reside and/or study in the United Kingdom); and any change to information about you or the child that has previously been notified to the School, such as contact details, including e-mail, and those of any authorised persons who may collect the child on your behalf. Parents must ensure that these details are accurate and keep these details up to date, by promptly informing the School whenever they change.

4.3 You must notify the School of your child's health/medical conditions or special educational needs. It is a condition of your child's joining the School that you complete and submit to the School a Medical Care Plan Form in respect of your child, when required. You must inform the School of any health or medical condition, special educational need(s), disability, or allergy that your child has or subsequently develops, or that you suspect, whether long-term or short-term, including any infections. You must also provide, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the above. **If you withhold from us or otherwise misrepresent to us information of this nature, please be aware that this may result in us exercising our right to end this contract under Clause 14.1.2 below.**

4.4 If the School so requires, due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit them to return to the School until such time as the health risk has passed, or in accordance with government guidelines. Where it is considered appropriate in such circumstances the School will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

4.5 You must notify us of any special arrangements needed for your child. You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.

4.6 We are entitled to expect that Parents have consulted with each other regarding decisions relating to their child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned.

4.7 We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract must be in writing and signed by each of you

as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).

- 4.8 You must notify us of your child's absence from School. The School must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- 4.9 On admission to the School parents are expected to be honest about their child's behavioural or Special Educational Needs. If the School finds that the child has behaviour or Special Educational Needs that exceed those that reported by parents and agreed on with the School as being as a level that the School is resourced to meet, the School reserves the right to re-consider if the resources available at the School can meet the needs of the pupil long term. If such decision is made parents will be consulted and a targeted plan within a given time frame will be set by the School to consider if a long-term placement for the pupil is indeed possible. If at the end of the given time frame, likely to be minimum of 1 month, the School reserves the right to terminate the pupil's place on the provision that the School does not have the adequate resources to support the pupil. If this decision is made it is to avoid a breakdown in relationship with the family involved and to act in the best interests of the pupil long term.
- 4.10 You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place, or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- 4.11 Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive School days then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- 4.12 Raising concerns with the School and making formal complaints. Complaints should be made in accordance with the School's Complaints Policy, a copy of which is available upon request from the School Office or on the School's website. If you have cause for concern as to a matter of safety, care, discipline, or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure, except in relation to decisions made under Clause 7 when the Serious Disciplinary Procedure shall apply. Copies of the most up-to-date version of the Complaints Procedure and the Serious Disciplinary Procedure are on the School's website and are otherwise available from the School at any time upon request.
- 4.13 In regards to 4.1 point 2, if fees are not paid on time, communication has not been made or any payment plans put in place, the School reserves the right to pass the outstanding debt to a debt collector.

5 The School's Obligations

- 5.1 Subject to these terms and conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of Year 11.
- 5.2 While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during School hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. We cannot accept any responsibility for the welfare of your child while off the School premises unless your child is taking part in a School activity or otherwise under the supervision of a member of School staff.
- 5.3 Unless you notify us to the contrary, you consent to your child participating, under supervision, in normal sports and activities which may entail some risk of physical injury.
- 5.4 If your child requires urgent medical attention while under the School's care, we will if practicable, try to obtain your prior consent. However, if it is not practicable to contact you, we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a paramedic, doctor, or other medical practitioner (including anaesthetic or operation, or blood transfusion).
- 5.5 If your child becomes ill while under the Schools' care the School will contact, you or the emergency contact indicated on the Pupil Admission Form. You must inform us immediately of any changes to these emergency contact details.
- 5.6 Our website and brochure and other materials describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises)).
- 5.7 We will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required two term's notice of withdrawal to the School.
- 5.8 We will monitor your child's progress at the School and produce regular written reports in accordance with the School's Assessment Policy, a copy of which is available upon request from the School Office or on the School's website. We will advise you if we have any concern about your child's progress, but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense.
- 5.9 The School will provide literacy, numeracy and emotional literacy support with the resources available within the School. The School is not obligated to arrange specific therapies, such as, but not limited to, Speech and Language Therapist (SALT), or Occupational Therapy (OT), however the School is happy to facilitate where possible.

6 Data Use and Protection

- 6.1 The School will need to use information relating to you and your child (including names, contact details, School records, photographs, and video recordings) whilst your child is at the School and after your child has left, for various purposes connected with the running of the School and to meet our various obligations under law, and in accordance with various requirements and standards.
- 6.2 The School will process personal data about you and your child in accordance with the applicable data protection legislation. The School will process such personal data in order to comply with any

court order, request from or referral to an appropriate authority or legal, regulatory, or good practice requirement; to perform the School's obligations under the Contract and for the purposes set out in the Contract; and where otherwise reasonably necessary for the School's legitimate purposes.

- 6.3 The School's privacy notice gives further information about our use of personal data and the rights of data subjects is available from the School Office and on the School website.
- 6.4 We use observations including photographs to record your child's development, subject to you providing your consent on the Pupil Admission Form. We may also take photographs and/or videos of your child for promotional, training and/or display purposes. If you do not wish for your child to be included in such photographs or videos, you must inform us using the relevant section of the Pupil Admission Form.
- 6.5 You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:
- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and
 - (ii) inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the School, including relevant contact details.
- 6.6 We will send information (e.g., School reports) about your child to both parents or carers as a matter of course. Any person who has parental responsibility for your child is entitled to receive certain information about your child from the School (including School reports, correspondence and other materials relating to his or her progress, development and /or education generally). The School will therefore disclose such information as a matter of routine to each such person unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).
- 6.7 References for your child. We may supply information and a reference in respect of your child to any educational institution, upon their request, which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are, or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

7 Force Majeure

- 7.1 Neither you nor the School will be liable if they are unable fully or promptly to perform their obligations under the Contract as a result of any of the following circumstances provided they do everything they reasonably can to mitigate their effect: accident, fire, flood, storm, bad weather (including heavy snow disrupting transport) or other Act of God, pandemic or epidemic of any disease (including but not limited to COVID-19), industrial action, war, riot, civil unrest, terrorist threat, attack or incident, chemical or biological contamination, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority). (Please see clause 15.10)

8 Food and Dietary Requirements

- 8.1 We will work with you to provide suitable food for your child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be

taken to ensure that your child does not come into contact with certain foods with support from parents.

9 Off-site Activities, Trips and Visits

9.1 Your child will be able to participate in a variety of School trips and educational visits whilst at the School. The cost of some activities, trips and visits will be charged as an extra, and where required the cost will be payable in advance. Parental consent is required for all trips away from the usual School premises. For off-site activities that are regular and in the local vicinity this consent can be given via a general consent within the Pupil Admissions Form. School trips abroad or those in the United Kingdom involving public transport or an overnight stay will be the subject of a separate agreement and consent from you.

10 Transport

- 10.1 You consent to your child 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.
- 10.2 You agree to follow the Transport Terms and Conditions available from the School office if you book on to and use the School transport service.

11 Insurance and Liability

- 11.1 Your child is responsible for the security and safe use of all their personal property (including mobile phones, bicycles, money, watches, computers, calculators, etc) and for property lent to them by the School.
- 11.2 You are responsible for insurance of your child's personal property whilst at the School or on the way to and from School or any School-organised activity away from School premises.
- 11.3 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 you or your child, or for loss or damage to property, or loss of profits, or consequential loss. We shall not be liable for any loss of earnings or loss of profits should your child become ill whilst under the School's care. We shall not be liable for any loss or damage to any motor vehicle sustained whilst on our premises or on route to or from our premises.

12 Welfare and Safeguarding

- 12.1 The School will do all that is reasonable to safeguard and promote your child's welfare. You consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a Pupil in distress, or to maintain safety and good order, or in connection with your child's health and welfare, for example the provision of First Aid. For the avoidance of doubt, corporal punishment is prohibited.
- 12.2 We will make sunscreen available to all Pupils for self-application on necessary days, and EYFS staff may assist EYFS pupils with applying sunscreen to exposed skin as required, unless you ask us not to.
- 12.3 We have a legal and moral obligation to report to the relevant authorities any suspicions we have that a Pupil has suffered neglect or abuse or is suspected to be at risk of suffering neglect or abuse, and when necessary, we may contact the relevant authorities without your consent and /or without informing you.

13 Termination by the Parents

- 13.1 Two term's notice must be given in writing if you wish:
- to cancel a place which you have accepted.
 - to withdraw your child after Entry; or

- your child to discontinue extra tuition that is being charged for by the School.
- 13.2 Notice must be addressed to the Headteacher and Head of School. You are reminded that “two term’s notice” means written notice given not later than the first day of term, two terms before the term to which the notice relates.
- 13.3 If you cancel your acceptance of a place less than two terms before the entry date or your child does not join the School after a place has been accepted but not cancelled, two term’s Fees will be payable, and the deposit will be credited to your account. 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 preceding spring term or pay the fees in lieu referred to above.
- 13.4 Parents who cancel their acceptance of a place on more than two full term’s notice before entry will not be required to pay Fees in lieu of notice but the deposit will be retained by the School.
- 13.5 If your child is withdrawn on less than two term’s notice Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the two terms in question. In these circumstances, the deposit will be credited to your account.
- 13.6 The charge to Fees in lieu of notices in paragraphs 13.3 and 13.5 above is necessary to promote stability, to enable the School to plan its staffing and other requirements. Cases involving serious hardship will receive special consideration on written request and provided you supply full disclosure of your financial circumstances.
- 13.7 Where reasonably practicable, you will consult with the Headteacher or Head of School before giving notice to withdraw your child from the School.
- 13.8 If your child is suspended from the School for 14 consecutive days by reason of non-payment of Fees by you, your child will be deemed to have been withdrawn by you (without notice) on the expiry of that 14-day period, unless the School agrees otherwise. In these circumstances, a term’s Fees in lieu of notice will be payable by you.
- 13.9 You may end this contract at any time by notice in writing to the School if you have a legal right to end the contract because of something the School have done wrong; or if the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- 13.10 When the relevant amount in lieu of notice must be paid. In cases described above, the appropriate amount of fees in lieu of notice will become payable by you upon demand.

14 Termination by the School

- 14.1 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:
- 14.1.1** you do not make a payment to us when it is due, and you still do not make payment within 14 days of us reminding you that such payment is due.
- 14.1.2** you make a serious misrepresentation of facts or circumstances to us, or 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.
- 14.1.3** you are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract.
- 14.1.4** 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 of School'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.

- 14.2 The School may exclude your child, either for a fixed period (fixed-term exclusion) or permanently in accordance with the School's Exclusion Policy, a copy of which is available upon request from the School Office or from the School's website. Fees are payable during fixed-term exclusions, see para-15.10.
- 14.3 The School will not permanently exclude your child without good cause. In the event your child is permanently excluded you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, and the deposit will be forfeited meaning that the School will retain the deposit.
- 14.4 For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or at the end of your child's Schooling at the end of Year 11, whichever is the later.
- 14.5 Once this contract ends, it will not affect any legal rights or obligations that either you or the School have that may already have arisen. After this contract ends, you and the School will keep any rights we have under general law.

15 Fees

- 15.1 The Fees include the cost incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials.
- 15.2 Certain services, (i.e., School transport service, after School club) or extra-curricular activities (i.e., private music lessons) are supplemental to the Fees and are referred to as supplemental charges. 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.
- 15.3 Each term's Fees accrue separately and the Fees payable in respect of each term will be included in an invoice sent to the persons who signed the Acceptance Form.
- 15.4 Invoices will be sent not less than 14 days before the first day of the School term to which they relate.
- 15.5 Fees are due and payable on the day before the first day of the School term to which they relate or as stated on the invoice.
- 15.6 You are not deemed to have paid a sum to the School until the School is in receipt of the cleared funds in its bank account.
- 15.7 Fees must be paid in full by bank transfer. All payments should reference your child's first initial and surname. Payment by cash or cheque is not acceptable.
- 15.8 Each person who has signed the acceptance form is jointly and severally liable for the whole of the Fees. The persons who have signed the Acceptance Form remain liable to the School for the Fees, unless the School has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the Fees.
- 15.9 You believe you are able to pay the Fees and confirm that you are not in arrears in paying fees to any other School or educational establishment. You must notify the School if you become aware of circumstances which may prevent you from promptly paying the Fees. The School reserves the right to carry out credit-reference checks in respect of the Parents (including by making enquiries of other Schools) and you agree to sign any documentation and give any consents required for this purpose.
- 15.10 Fees will not be refunded or waived:
- for absence through sickness or injury; or
 - if a pupil is released home after public examinations or otherwise before the normal end of term; or
 - if the School must close for a period due to health risk, bad weather or any of the other circumstances mentioned in clause 7.1 (Force Majeure); or
 - if your child is subject to exclusion in accordance with the Schools' Exclusion Policy.

- 15.11 Subject to prior arrangement with the Financial Controller and/or Proprietor, Fees can be paid in equal monthly instalments for the term to which they relate. Monthly instalment must be paid at the beginning of the month to which they relate.
- 15.12 Fees are normally reviewed once a year and may be increased by such amount as the School considers reasonable. Any increase in Fees will usually be on a term's notice. If less than a term's notice is given by the School in respect of a tuition fee increase of greater than 8%, notice of withdrawal given by you within 21 days after notice of the increase was received will not incur two term's Fees in lieu of notice.
- 15.13 A discount of 5% will be applied to each sibling's account. Siblings are defined as children living at the same address who share one or both parents or adoptive parents.
- 15.14 The School may be required in some circumstances to obtain satisfactory evidence of the identity of a person who is paying Fees in respect of anti-money laundering. For the avoidance of doubt, the School cannot accept payment in cash.
- 15.15 You agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of yours.
- 15.16 An agreement with a third party (such as a grandparent or other relative) to pay the Fees or any other sum due to the School does not release you 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 Proprietor/Head of School. The School reserves the right to refuse a payment from a third party.
- 15.17 An administration charge of 1% will be added to the balance of Fees not paid on the first day of term, i.e., a late payment charge. This charge will be applied to any unpaid balance of Fees including fees that you have arranged to pay by instalments. In addition, interest may be charged by the School on a day-to-day basis on Fees which are not paid on the due date for payment until payment in full. The maximum rate of interest that the School may charge will be 1.25% per calendar month.
- 15.18 The School reserves the right to suspend your child while Fees remain unpaid by giving you not less than two days' written notice. Whilst your child is suspended:
- you shall ensure that your child is appropriately supervised and does not come into School; and
 - the School shall have no obligation to provide your child with any teaching or other support.
- 15.19 If your child is suspended for 14 consecutive days by reason of non-payment of Fees, your child will (unless the School agrees otherwise) be deemed to have been withdrawn by you without notice.
- 15.20 If you fail to pay any sum due to the School on or before the due date for payment, you shall (on demand) reimburse the School in respect of any reasonable costs and expenses (including legal fees) that the School incurs as a result of your default and/or any action taken by the School to recover the debt from you.
- 15.21 If you wish to withdraw your child from an activity charged for as supplemental, you must either give a term's notice to that effect or shall pay to the School as a debt a term's charges for the activity in which your child has ceased to participate.
- 15.22 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.

16 General

- 16.1 Our marketing materials (brochure, website, etc) describe the broad principles on which the School is presently run and gives an indication of our ethos. Whilst believed to be correct and accurate our marketing materials do not form part of the Contract. You may not place specific reliance on a matter contained in our marketing materials nor on any statement made by a member of staff or pupil during the course of a tour of the School or a related meeting unless you have obtained written confirmation of that matter or statement from the Head of School before signing the acceptance form.
- 16.2 The Headteacher may exclude you from the School premises if the Head considers such exclusion to be in the best interests of your child or the School.
- 16.3 We reserve the right to change or add to these terms and conditions where such a need arises from changes in regulations or legislation affecting us, or for safety or other substantive reasons, or in order to assist the proper delivery of education at the School. The School will give you a term's notice of any variation to these terms and conditions.
- 16.4 The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.
- 16.5 If we choose not to enforce any part of this contract, or delay enforcing it, this will not constitute a waiver of our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.
- 16.6 All notices required to be given under the Contract must be given in writing. You must promptly notify the School of any change of address (whether postal or email) of any person who has signed the acceptance form. Notices will be sent by the School by post and/or email to the postal and/or email address shown in its records and (unless other arrangements are agreed between you and the School) the School shall be entitled to treat any notice given by the School to any person who has signed the acceptance form in respect of the Pupil as having been given to both or all such persons.
- 16.7 Notices that you are required to give under the Contract must be addressed to the Head of School and Headteacher and sent by post and/or email. A notice sent to the Head of School and Headteacher by email must be sent to the email address shown on the School's website. If sent by first class post, a notice shall be deemed to have been given on the second working day after posting. For these purposes "working day" means a day which is not a Saturday or Sunday, nor an English bank holiday.

17 Suspension, Exclusion and Required Removal

- 17.1 The Headteacher's discretion to suspend or exclude your child from the School. The Headteacher may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the School if the Headteacher and the Head of School considers that your child's conduct or behaviour (including behaviour or conduct outside of School) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.
- 17.2 The Headteacher and Head of School's discretion to require you to remove your child from the School. Instead of exclusion or suspensions, the Headteacher and/or Head of School may in his or her discretion require you to remove your child from the School if the Headteacher and/or Head of School considers that your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and /or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the well-being of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract.
- 17.3 What happens if your child is suspended, excluded, or removed from the School.
- 17.3.1 Should the Head exercise his or her right under sub-clause 17.1 or 17.2 above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed and

(save in case of suspension, or in the circumstances referred to in this final sentence of this Clause) the deposit will be forfeited meaning that the School will retain the deposit. If you are required to remove your child from the School as a result of the Head exercising his or her discretion under Clause 17.2 then the deposit will be credited in the usual way.

17.3.2 If your child is excluded or you are required to remove your child from the School, fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the exclusion/required removal will be refunded.

17.4 Impact of permanent exclusion or required removal on this contract. This contract will terminate with immediate effect if your child is permanently excluded or if you are required to remove your child from the School.

17.5 Your right to have appeal disciplinary matters or decisions to exclude or require the removal of your child reviewed. You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Headteacher and Head of School to suspend, exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the Serious Disciplinary Procedure.

17.6 What happens if you withdraw your child. Should you choose to withdraw your child from the School at any stage during the disciplinary process you shall thereby waive your rights to complain under the Complaint Procedure or appeal under the Serious Disciplinary Procedure.

18 Intellectual Property Rights

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

19 Changes in Ownership etc.

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

20 The Law that applies to this contract and where legal proceedings may be brought.

20.1 **The law that applies to this contract.** The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract exclusively in the English courts.

20.2 **Rights in relation to the enforcement of this contract.** If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

21 Changes to these Terms and Conditions

21.1 Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

May 2023
Effective September 2023
End of document