



PARENT CONTRACT

(TERMS & CONDITIONS AND ACCEPTANCE FORM)

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PARENT CONTRACT

TERMS AND CONDITIONS

What these terms cover. These are the terms and conditions on which we provide educational services.

Why you should read them. Please read these terms carefully before you accept our offer of a place at the School for your child. These terms tell you who we are and how and on what basis the School will provide educational services.

In these terms you will see some parts written in bold or highlighted to stand out. This is in an effort to draw certain provisions to your specific attention because they are important to the good management and operation of the School and our provision of educational services.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Bursar to discuss.

1. Definitions

- (a) Meanings of some words and phrases we use in these terms and conditions. In these Terms and Conditions (and in the Acceptance Form to which these terms and conditions are attached) some words and phrases have particular meanings and have to be defined. Such defined terms are set out here and when used in these terms and conditions they shall have the meaning given to them here:

"**Acceptance Form**" means the form provided by the School for Parents to complete when accepting a place for their Child at the School;

"**Child**" means a Child of whatever age admitted by the School to be educated;

"**The Complaints Procedure**" is the School's procedure for handling complaints from Parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. It is not intended to form part of the contract between you and the School. A copy of the procedure is available from the School at any time or can be downloaded from the school website;

"**Contract**" has the meaning given in Clause 1(c) below:

"**Deposit**" means the sum referred to as such in the Acceptance Form and set out in the Schedule of Fees;

"**Fees**" means the Fees set out in the Schedule of Fees as amended from time to time and includes, but is not limited to, registration Fees, Deposits, tuition Fees, supplemental charges, charges relating to trips or damage (where a pupil alone or with others has caused loss or damage to school property or the property of any other person - fair wear and tear excluded) and any late payment charges if incurred;

“FIA Terms and Conditions” means any supplemental terms and conditions relating to the School’s Fees In Advance scheme;

“Governors” means the trustees of the charity appointed under the Memorandum and Articles of Association who have overall responsibility for the School and charity;

“Head ” means the person appointed by the Governors of the School to be responsible for (or to share in the responsibility for) the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

“Bursar” means the person appointed by the Governors of the School to be responsible for (or to share in the responsibility for) the financial day to day management of the School, including anyone to whom such duties have been duly delegated;

“Schedule of Fees” means the schedule of the School's prevailing Fees (notified to you from time to time and a copy of which is available from the Schools website or on request);

“School Rules or Procedures” mean the rules and procedures of the School as may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School;

“Term” means a Term of the School as notified to Parents from time to time;

“A Term’s Notice” means written notice given not later than the first day of the Term preceding the Term to which the notice relates. If, for example, a term’s notice is required to withdraw your child from an extra-curricular activity with effect from the start of the Summer term (which is the term to which the notice relates) then a term’s notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the Spring term;

“Suspension” means the exclusion of the Pupil from School for a fixed period;

“Expulsion” means the permanent exclusion of the Pupil from School;

“Required removal” means where the School requires the Parents to remove the Pupil from the School or face expulsion;

“Terms and Conditions” means these Terms and Conditions as amended from time to time;

“we” or the **“School”** means the legal entity carrying on as the School as identified in Clause 1(b) below;

“you” or the **“Parents”** 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 (ie a person who pays the fees on behalf of the parent).

“**Prospectus**” the Prospectus describes the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, the Prospectus is not part of any contract with the Parents and the School. Parents wishing to place specific reliance on a matter contained in the Prospectus should seek written confirmation of that matter before entering this contract.

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. Use of the words “**for example**” and “**including**” shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

- (b) Who we are. We are Gayhurst School Trust a company registered in England and Wales. Our company registration number is 2209385 and our registered office is at Gayhurst School, Bull Lane, Gerrards Cross, Bucks, SL9 8RJ
- (c) Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **School Rules**, the **FIA Terms and Conditions** 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. This contract shall not be enforceable by your Child or by any other third party.

2. Acceptance and Deposit

- (a) How you accept our offer of a place An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.
- (b) The non-refundable status of the deposit The deposit is **not refundable** if your **Child does not take up a place at the School when offered**. How we use the deposit Unless you have indicated that you would like to donate the deposit to the School’s development fund, the deposit will form part of the general funds of the School until it is credited without interest to the final payment of the Fees or other sums due to the School when your child leaves.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the School and what happens if you withdraw at that stage.*

The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about schooling for their children as it means we are less likely to fill the place. This is why we require the period of notice referred to in this section for a withdrawal, and why different

consequences follow depending on whether we get that period of notice or not.

3. Withdrawing your Acceptance of a Place before your child joins the School

- (a) *The period of notice we require* If you wish to withdraw or defer your acceptance of a place after submitting the Acceptance Form and paying the Deposit but before your Child starts at the School you must give us written notice before the first day of the Term immediately preceding the Term in which your Child was due to start. This means that if, for example, your child is due to start at the School in September at the start of an academic year then you would need to tell us in writing that you wish to withdraw your acceptance of a place on or before the first day of the preceding summer term (ie, the final term of the previous academic year) Or pay the fees in lieu referred to above.
- (b) *If we receive that period of notice*. If you provide that period of notice, you will lose the deposit but no further fees will be payable.
- (c) *If we do not receive that period of notice*. If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the School as a debt. The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.

4. School Fees

- (a) *What the fees include* All the costs incurred in the usual course of the education by the School of your Child, Including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the Fees unless otherwise notified by the School at any time (either in the Schedule of Fees or otherwise).
- (b) *What the fees do not include: supplemental charges*. We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as **supplemental charges**. By way of example, any extra-curricular activities such as private music lessons, trips and visits in which you agree in advance your Child may participate will be supplemental to items met by the Fees and charged for accordingly. In particular, all public examination charges shall be charged as supplemental to the fees. Any additional charges incurred by the School in providing for the

special educational needs of your Child may be charged as supplemental to the Fees. (The School reserves the right to require direct payment in advance for specific trips and activities.)

- (c) Applicable taxes. All of the fees and supplemental charges are exclusive of any taxes, which will be added where applicable.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it deals with your responsibility to pay the fees and supplemental charges.*

- (c)(i) Who is responsible for ensuring payment. Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own. Each of you remains liable to the School for all of the fees and supplemental charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.

ii) How can one person remove him/herself from their payment responsibility. A person who has signed the Acceptance Form may withdraw from the contract with the School by submitting a Term's Notice AND PROVIDING THAT they have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form.

(iii) How bursary etc. awards are treated. If your Child has been awarded a Bursary, your liability will be for the amount of Fees and Supplemental Charges due after taking account of that award. An award may be withdrawn in accordance with the terms upon which such award is made and/or if, in the opinion of the Head, your Child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the Fees due in respect of a Term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your Child, you shall be notified in advance. If, within 14 days following the withdrawal of a scholarship or Bursary, a Child is withdrawn from the School, no Fees in lieu of notice will be payable. This will give you enough time to decide whether you want to continue to educate your child at the School Every award or concession is a privilege and is subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and our staff reasonably. Awards may also be removed if the information on which they were granted is found out to be false or incorrect. The Terms on which such awards are offered and accepted will be notified to Parents at the time of the offer.

- (d) Third party payments and liability An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any

other of these Terms and Conditions unless any express release has been given in writing, signed by the Bursar. The School reserves the right to refuse payment from a third party.

- (e) *How the fees are charged and payment requirements* The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. **Each term's fees are charged separately and the fees payable in respect of each term fall due on the first day of that term** and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School has agreed shall pay the fees under paragraph (c ii) or (d) above). The fees invoice must be paid in full either by direct debit, where a scheme exists, or by direct bank transfer by the first day of the term to which the invoice relates. If one or more items on the bill are under query, the balance of the bill must be paid. **We may not allow your Child to attend School if you do not pay on time.**
- (f) Where a Child joins the School during a term, fees will be pro-rated on a half-termly basis. All Fees must be paid in full before the Child commences.
- (g) The School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If the School so agrees in relation to any term's fees, then the School and those liable for those fees will agree separately in writing the amount of each term's fees that is to be deferred and the anticipated schedule of instalments by which the deferred amount is to be paid. The agreed amount for each term is to be paid by bank transfer in not more than four (4) instalments within a period that does not exceed twelve (12) months beginning with the date of the relevant invoice. The School shall issue a separate schedule of instalments relating to the fees due in respect of each term, which shall be evidence of the separate agreement for the payment of that term's fees.
- (h) *Payment of Supplemental Charges* Any and all supplemental charges for extra-curricular activities for each term (and for other charges that were agreed during the previous term) included in the School's fees invoice. All such supplemental charges must be paid in full either by cheque, card or direct bank transfer by the first day of the then forthcoming term. **Excluded from this is a change to Nursery sessions; these are considered Fees and not supplemental charges and are due in the Term they are incurred.**

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out what rights we have, and what action we may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions*

- (i)
 - i. *Non-payment of fees: refusal to attend school* **We may refuse to allow your Child to attend the School or to withhold any references while Fees remain unpaid or there is a persistent default in relation to the payment of Fees.**
 - ii. *Non-payment of supplemental charges: refusal to participate in the relevant activity* **We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the**

applicable supplemental charge for that activity or examination(s) remains unpaid.

- iii. We can charge interest if you pay late We may make an interest charge of five per cent per annum above base rate for duration of late payment. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgement against you. **You must pay the School the interest together with the overdue amount.**
 - iv. We can recover our costs for recovering late or non-payments You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from in (including reasonable legal costs being costs that would be allowable by the courts if judgment was made in the School's favor)
 - v. We can notify other educational institutions of your outstanding payments. We may inform any other school or educational establishment to which you propose to send your Child of any outstanding Fees.
- (j) The Parents agree that a payment made in respect of one Child may be appropriated by the School to the unpaid account of a Child of one or both Parents.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out our right to increase the fees during the course of your child's time at the School.*

- (k) Our ability to increase the fees The Fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a Term's Notice of any increase in the Fees due for a particular Term but reserve the right to raise them without prior notice if necessary.
- (l) Fees and supplemental charges will not be reduced due to your child's absence Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. In the event that your Child takes study leave at home before or during public examinations or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of Fees will be made in respect of such periods spent at home.
- (m) Information on your identity and the source of the funds. From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:
 - i) your identity;
 - ii) your child's identity;
 - iii) your child's right to enter, live and study in the United Kingdom; and
 - iv) the source of funds you are using to pay the fees.

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

- (n) How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School
Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (i.e. where you have made a capital payment in respect of all or part of the fees due under this contract) the School will administer such capital sum to meet the fees pursuant to the FIA Terms and Condition PROVIDED THAT you meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under is contract. The School shall provide a termly invoice in respect of the fees (and supplemental charges) showing the net balance and charges levied. The difference shall be payable in accordance with the terms of this contract. There may be a refund of the unused part of the prepayment, without interest, in the event of the Pupils leaving earlier than expected. Fees in lieu of notice (where applicable) and any other sum due and owing to the School at that time will be deducted from the sum to be refunded.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out what period of notice we require from you if you wish to withdraw your child from the School, or remove your child from participating in an activity for which there is a supplemental charge.

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given - we refer to the relevant sum as "fees in lieu of notice".

5. Notice Requirements

- (a) Notice to withdraw your child from the School If you wish to withdraw your Child from the School, (other than at the normal leaving date which is at the end of Year 6) you must either give a clear Term's Notice, in writing to the Head, to that effect or shall pay to the School a Term's Fees in lieu of notice, at such rate as would have been charged for the final Term of provision if a Term's Notice had been given. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2b above) 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 us 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 the fees in lieu of notice referred to above. It is expected that a parent or duly authorised guardian will in every case consult personally and courteously with the Head before notice of withdrawal is given.
- (b) When the relevant amount in lieu of notice must be paid. In cases under (a) above, the appropriate sum in lieu of notice will become payable by you upon demand.

- (c) Provisional notice is valid only for the Term in which it is given and only when requested by letter and accepted in writing by the Head. In exceptional cases, any extension of this must be discussed and agreed with the Head; it cannot be assumed nor automatically rolled on.
- (d) Notice to withdraw your child from participating in an activity covered by a supplemental charge If you wish to withdraw your Child from an activity charged for as supplemental; you shall either give a six weeks written notice to that effect or shall pay to the tutor as a debt six weeks' charges for individual music lessons or a half terms written notice to that effect or shall pay to the School as a debt half a terms charges for the activity in which your Child has ceased to participate.
- (e) Withdrawal part-way through a term does not reduce the amount you owe to the School It is not possible for you to reduce the amount of Fees due or to obtain a refund of Fees by withdrawing your Child or by your Child's ceasing to participate in an activity part-way through a Term.

6. School Procedures/Rules

- (a) Compliance with the School Rules It is a condition of remaining at the School that you and your Child comply with the School Procedures/Rules (Including those relating to the site) as amended from time to time. In addition, you promise to ensure that your Child attends School punctually and that your Child conforms to such rules of appearance, dress and behaviour as we may issue.
- (b) Monitoring your child's email communications, internet use, and use of social media **The School may, subject to applicable data protection legislation, monitor your Child's email communication, internet use and use of social media.** We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7. Pastoral Care

- (a) Pastoral Care Pastoral care is a thread that runs through all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each Pupil and the integrity of the School community. Any question about the pastoral care of a pupil should be notified to their Form Tutor or in case of a serious concern should be raised with the Assistant Head of Junior School, Assistant Head of Senior School, Deputy Head or with the Head.
- (b) Physical contact Parents give their 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 the Pupils health and welfare.

8. Suspension, Exclusion and Required Removal

- (a) The Head The Parents accept that the School will be run in accordance with the authorities delegated by the Governors to the Head. The Head is entitled to exercise a wide range of discretion in relation to the Schools policies, rules and regimes and will exercise those discretions in a reasonable and lawful manner.
- (b) The Parents hereby confirm that they 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 each Pupil and the School community as a whole.
- (c) The Head's discretion to suspend or exclude your child from the School The Head may in his/her discretion suspend or, in serious or persistent cases permanently exclude your Child from the School if s/he considers that your Child's attendance, progress, conduct, (including behaviour or conduct outside school) is unsatisfactory and in the reasonable opinion of the Head the suspension or exclusion is in the School's best interests or those of your Child or other Children.
- (d) The Head's discretion to require you to remove your child from the School Instead of permanent exclusion or suspension, the Head may in his or her discretion require you to remove your child from the School if the Head considers that:
- (i) **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress and safety at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract;
 - (ii) your child's attendance or progress at the School is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children. If this happens, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.
- (e) What happens if your child is suspended, excluded or removed from the School.
- (i) Should the Head exercise his or her right under Clause 8(c) 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 the 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 8(d)(ii) then the deposit will be credited in the usual way.
 - (ii) If your child is excluded or you are required to remove your child from the School, fees in lieu of notice will **not** be payable and any fees and/or supplemental

charges that have been prepaid for or relating to any term after the expulsion/required removal will be refunded.

- (f) 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.
- (g) Your right to have decisions to exclude or require the removal of your child reviewed. You are entitled to appeal any disciplinary matters or decisions taken by the School and/or Head. However, a decision to exclude is not covered by the Complaints Policy and cannot be considered under the terms of the policy.

9. The School's Obligations

- (a) The period of your child's schooling Subject to these Terms and Conditions, the School undertakes to accept your Child as a pupil of the School from the time of joining the School until the end of his or her schooling.
- (b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare While your Child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your Child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of the School staff.**
- (c) Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (d) What happens if your child needs urgent medical attention If your Child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (Including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).**
- (e) Our right to make changes at the School Our Prospectus and website describe the broad principles on which the School is presently run However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your Child (Including by providing such education remotely (whilst your Child remains at home, for example, where the School is required to close the School premises),
- (f) We will give you notice of significant changes We will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to

consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5(a) above.

- (g) Monitoring your child's progress at the School We shall monitor your Child's progress at the School and produce regular written reports. **We shall advise you if we have any concern about your Child's progress but we do not undertake to diagnose specific conditions.** A formal assessment can be arranged either by you or by the School at your expense.
- (h) Religious observance Religious observance at the School shall be conducted in accordance with the School Procedures. The School has a Christian ethos and welcomes staff and Children from different ethnic groups, backgrounds and creeds. Their human rights and freedoms are respected.
- (i) Health and life skills All Pupils will receive health and life skills (including sex) education appropriate to their age in accordance with the curriculum from time to time.

10. The Parents' Obligations

- (a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- (b) Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:
 - (i) maintaining a constructive and respectful relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract) and including in the tone, content, volume and/or nature of your communications with the School;
 - (ii) encouraging your child in his or her studies, and giving appropriate support at home;
 - (iii) keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);
 - (iv) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
 - (v) providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education (including where the School may wish/need to provide such education remotely); and
 - (vi) attending meetings and keeping in touch with the School where your child's interests so require.

- (c) You must notify us of your child's health/medical conditions or special educational needs. It is a condition of your child's joining and remaining at the School that you complete and submit to the School medical questionnaires in respect of your child. You must inform the School of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same.
- (d) Circumstances where we may require you to keep your child away from School. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- (e) You must notify us of any special arrangements needed for your child. You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.
- (f) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).
- (g) We require you to nominate a 'responsible adult' for us to contact in your absence. It is a condition of your child's joining and remaining at the School that, where required (such requirement being made known to you by the School prior to your child joining the School), you complete and submit to the School a parental absence form for your child. Amongst other things this form will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the School is not able to contact you.
- (h) We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 10(i) below, you (and each of you) accept that the School is entitled to treat:
- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

- (ii) any communication from the School to one of you as having been given to both of you.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out who needs to sign a notice of withdrawal of your child.*

- (i) 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 (ie, under any of Clauses 3(a), 4(c)(iii), or 5(a) 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).
- (j) You must notify us of your child's absence from School. The Head must be informed in writing as soon as possible 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.
- (k) 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 you will otherwise be absent for a period of longer than one day 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.
- (l) Raising concerns with the School and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your Child you must inform the School without undue delay. Complaints should be made in accordance with the School's Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request.

11. Insurance

Your responsibility to make your own insurance arrangements You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises. At Your request, your Child may be included in a personal effects insurance scheme and a Fees protection scheme. However, this inclusion is by agreement and you may opt out (whole years only) by advising the Bursar in writing.

PLEASE READ THIS NEXT SECTION CAREFULLY

Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain choices relating to their personal data themselves. Parents views remain important but sometimes the law will require us to give more weight to the decision the child makes about their own privacy.

For most purposes, it will not in fact be necessary or practical for us to obtain consent from you (or your child) for the use we make of your (or your child's) personal data.

The law recognises this but also

requires that as far as possible we set out clearly what these uses will be. Please also see our 'Privacy Notice' which is available on the School's website.

12. How we may use Personal Information: References, Confidentiality & Data Protection

- (a) *We may provide references for your child.* We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (b) *We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School.* This will include name, contact details, school records, photographs and audio-visual recordings, both whilst your child is at the School and after he or she has left, for the purposes of:
- i) managing relationships between the School and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administrations and processing of fees; and
 - ii) promoting the School to prospective pupils/parents, publicising the School's activities and communicating with the School community and the body of alumni.

In respect of Clause 12bii, this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

- (c) *You are required to update us of changes to information held, or in circumstances relating to, you and/or your child.* You must:
- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
 - (ii) inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside

and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

- (d) We will send information (eg, school reports) about your child to both of you as a matter of course. You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998 (as amended or superseded)).
- (e) Data Protection Law. The School will process personal data about you and your child in accordance with data protection law, including The Data Protection Act 2018 (as amended or superseded) and other related legislation. We will process such personal data:
- (i) as set out in this Clause 12, and in the School's *Privacy Notice* which is available on the School's website as may be amended from time to time;
 - (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
 - (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes

13. Intellectual Property Rights

Recognising these rights. The School shall solely be granted all rights and interest in any copyright, design right, registered design, patent or trademark (“intellectual property”) arising as a result of the action or work of a Pupil in conjunction with any member of staff and/or other Pupils at the School for a purpose connected with the School, no payment shall be made to the Pupil or Parents. The School will acknowledge and allow to be acknowledged the Pupils role in creation/development of intellectual property.

14. 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.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling).

15. Ending this contract

- (a) *Our rights to end the contract* In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 8, the School may end this contract at any time by notice in writing without any obligation to return any Deposit or Fees paid to You if:
- (i) you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
 - (ii) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not);
 - (iii) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
 - (iv) you fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to live and study in the United Kingdom or the source of funds you are using to pay the fees as required under Clause 4
 - (v) you (or either of you):
 - (aa) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
 - (bb) are otherwise unable to pay your debts as they fall due;
 - (cc) are the subject of a bankruptcy petition or order; or
 - (dd) you enter into an individual voluntary arrangement; or
 - (vi) you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.
- (b) *Your rights to end the contract*. You may end this contract at any time by notice in writing to the School if:
- (i) you have a legal right to end the contract because of something we have done wrong; or
 - (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) *When this contract will end if not terminated early*. For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling.

- (d) Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees or supplemental charges. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

16. Events outside of our, or your, control

- (a) What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including, by way of example, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 16 we shall refer to such events outside of our/your control as an "event".
- (b) What happens if we are affected by an event outside of our control. If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- (c) Events lasting more than 6 months Subject to Clause 16(b), if the School is wholly and completely prevented from performance of all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period greater than six months, the School shall notify You of the steps it shall take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a Term's Notice or paying Fees in lieu.
- (d) What happens if your child is affected by an event outside of your control. Subject to Clause 4(l), (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of education at the School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- (i) in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

(ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and

(v) if the event continues to prevent your child wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at School or remotely) for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

17. Communications between you and the School

- (a) Notices must be in writing. When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- (b) We will use the contact details held by the School to contact you. Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**
- (c) How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:
- (i) sent by email to the School using this email address: head@gayhurstschool.co.uk
 - (ii) delivered by hand to the School;
 - (iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
 - (vi) otherwise sent to the School's address by first or second class post.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4(c)(iii), 5(a), 5(c) or 5(d) of these terms and conditions you telephone the School to confirm receipt if you have not received an acknowledgement from us within 3 working days (during term-time) and one week (during a school holiday period) after sending the notice.

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

- a) The law that applies to this contract. The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.
- (b) Rights in relation to the enforcement of this contract. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

19. Changes to these Terms and Conditions

Reserving the right to change these terms and conditions.

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

APPENDIX

School Rules

All children joining the school are expected to adhere to the rules relevant to the section of the school they are joining, as detailed below.

Junior School (Golden Rules)

1. Do be gentle.
2. Do be kind.
3. Do be honest.
4. Do work hard.
5. Do look after property.
6. Do listen to people.

Senior School (Code of Conduct)

Around the school:

1. Always stay within the school bounds.
2. Listen and react to what your teachers say.
3. Walk (don't run) around the school.
4. Make sure that your uniform is always neat and tidy.
5. Keep money, toys, sweets and drinks at home (unless your teacher tells you otherwise).
6. Hold doors open for adults and other pupils and always allow adults to pass through the doorway first.

In the classroom:

7. Have the correct equipment with you.
8. Arrive promptly, settle down quickly and concentrate on your work.
9. Raise your hand if you wish to speak.
10. Allow other pupils to work without distraction.
11. Stand up when an adult enters the classroom.

Behaviour towards others:

12. Show good manners and courtesy at all times.
13. Be kind to other pupils, especially younger pupils.
14. Treat others as you would like to be treated.
15. Bad language is never appropriate.
16. Personal property should only be touched by its owner.

Golden rule:

Use common sense, think of others, and, if in doubt, ask an adult.