CHINTHURST SCHOOL & NURSERY
REIGATE ST MARY'S SCHOOL & NURSERY
MICKLEFIELD SCHOOL & NURSERY
ST CHRISTOPHER'S SCHOOL & NURSERY, EPSOM

Terms and Conditions

1 INTRODUCTION

1.1 **Terms and Conditions:** These Terms and Conditions reflect the custom and practice of independent schools and together with:

1.1.1 the letter of offer;

1.1.2 the Conditions of Award, if applicable;

1.1.3 the acceptance form; and

1.1.4 the fees list,

they form a legally binding contract between the Parents and the School for the provision of childcare and/or educational services. These Terms and Conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of the School.

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

1.3 **Managing change:** The School, as any other school, is likely to undergo a number of changes during the time Your child is a pupil here. Please see clause 11.4 for further details of the changes that may be made and the notice procedures that may apply.

2 TERMINOLOGY

2.1 **Head:** means the Head of the School as appointed by the School Governors and includes those to whom specific duties of the Head have been delegated. The Head is responsible for the day-to-day running of the School.

2.2 **Parents or You:** means each person with Parental Responsibility for the child, who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions. Fees payable by a third party (for example, an employer, grandparent, stepparent without Parental Responsibility or third-party credit provider) will be subject to a separate agreement between the School, the Parents and the third party. Please also see clause 4.2 and clause 11.8.

2.3 **Parental Responsibility:** Those who have parental responsibility (i.e. legal responsibility for the child) and who are entitled to receive relevant information concerning the child, unless the School is restricted from doing so by a court order or by any other legal requirement or obligation (for example, under data protection law). Please note that court orders (for example, where Parents are separated or divorced) and other arrangements between Parents and/or third parties (for example relating to Fees) do not normally bind or apply to the School, and do not extinguish either of Your responsibility for the Fees due under this contract.

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

2.5 **School or We or Us:** means the school owned and operated by Reigate Grammar School (a company registered in England and Wales with registration number 03954365), at which your child is a registered pupil, being one of the following schools:

2.5.1 Reigate St Mary's Preparatory and Choir School for boys and girls aged 6 months to 11 years;

2.5.2 Chinthurst School for boys and girls aged 2 to 11 years;

2.5.3 Micklefield School for boys and girls aged 2 to 11 years; or

2.5.4 St Christopher's School & Nursery for boys and girls aged 2 to 7 years.

Each of these schools is a trading name of Reigate Grammar School.

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

3 ADMISSION AND ENTRY TO THE SCHOOL

3.1 **Admission and Entry: Admission** occurs when the Parents accept the offer of a place in accordance with clause 3.2. **Entry** occurs on the date when the Pupil attends the School for the first time under these Terms and Conditions.

3.2 **Offer of a place and Acceptance Deposit:** An offer of a place for your child at the School is accepted by your signing the acceptance form and paying the Acceptance Deposit. The Acceptance 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 on Your child's leaving (unless otherwise stated in these Terms and Conditions). The only exception to this is if your child only receives the 15/30 hours of free childcare under the Early Years Funding Scheme, in which case the Acceptance Deposit will be refunded within 2 months of your child's joining the School.

3.3 **Additional Deposit**: An additional deposit (**Additional Deposit**), as shown on the fees list for the relevant year, is payable in circumstances where the Parent's normal place of residence is outside the United Kingdom. Clause 3.2 above applies to the Additional Deposit.

3.4 **Top-up Deposit for Progression to Reception at Reigate St Mary's Preparatory and Choir School:** Where an offer of a place for Your child to enter Reception at Reigate St Mary's Preparatory and Choir School is accepted, You must pay the Acceptance Deposit applicable for the Reception, as specified in the Fees List for the relevant year. Where an Acceptance Deposit has previously been paid in respect of the Nursery and remains held by the School, that amount will be applied towards the Acceptance Deposit for the Reception, and You must pay any difference between the Acceptance Deposit for the Nursery and the Acceptance Deposit for the Reception (the **Top-Up Deposit**). Where the Acceptance Deposit in respect of the Nursery has been refunded or otherwise applied in accordance with the applicable Early Years Funding Scheme requirements, the full Acceptance Deposit for the Reception will be payable. Please note that, if the Parents wish to Withdraw the Pupil during or at the end of the Nursery, the provisions on Notice as set out in clause 9 below apply.

3.5 **What happens to donated deposits**: Where You have decided to donate the Acceptance Deposit and/or the Additional Deposit to the *RGS Foundation*, an amount equal to the Acceptance Deposit and/or the Additional Deposit will be paid out from the general funds of the School on Your child's leaving the School and that amount will be held on balance for You. By indicating that You would like to donate Your Acceptance Deposit and/or the Additional Deposit, You direct the School to apply the same on Your behalf to the *RGS Foundation*. You will be responsible for making the final payment of the Fees or other sums due to the School on Your child's leaving (unless otherwise stated in these Terms and Conditions). You agree to complete a Gift Aid declaration form as requested by the School in order that the School may reclaim Gift Aid on Your donation. The provisions of this

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clause shall not apply to any Acceptance Deposit which is required to be refunded to Parents under the Early Years Funding Scheme.

3.6 **Immigration:** The School currently holds a Child Student sponsor licence. The Parents must inform the Head when returning a completed registration form or at any other time if Your child requires sponsorship from the School in order to obtain a visa to study at the School. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at the School. The Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Child Student sponsor, including the passport, visa, vignette and/or appropriate proof of the Pupil's immigration status and, where necessary, the Parents. The Parents shall immediately inform the School of any intended or actual change in the Pupil's accommodation arrangements during their period of sponsorship. Please also see clause 6.12 and clause 9.12. In order to comply with UK Visas and Immigration the School requires the Parents to provide evidence of the Pupil's nationality.

4 FEES

4.1 **Fees:** The **Fees** are all the fees and charges payable by the Parents to the School under this contract, including the Acceptance Deposit, the Additional Deposit (if applicable), the **School Fees** (for the provision of childcare, education and ancillary services), and **Extra Charges** (for the provision of, for example, extra tuition, examination entry fees, lifetime subscription to the *RGS Foundation's Reigatian Society*, school meals, learning support costs, wraparound care, clothing and equipment, photographs or other items ordered by the Parents or the Pupil, charges arising in respect of educational visits or damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded), and/or bank charges arising from default in Fees payment or late payment charges if incurred.

4.2 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees directly to the School, as applicable, each Month or Term (if the Pupil is in Nursery, depending on whether You have chosen a year-round or Termly place (respectively)) or each Term (if the Pupil is in Reception and above). School Fees for each Month or Term are due and payable in cleared funds before the commencement of the Month or Term to which they relate. Extra Charges for each Month or Term must be paid in full on or before the date specified in the School's invoice. If an item on any invoice is under query, the balance of that invoice must be paid. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds or where it has reason to believe that it may be unlawful to accept the payment.

4.3 **Early Years Funding Scheme:** Where the School participates in the Early Years Funding Scheme, eligible Parents may access their child's funded entitlement in accordance with the requirements of the Scheme. Funded childcare hours will be provided free of charge. Fees may be payable for additional privately funded childcare hours and optional services selected by Parents, as detailed in the applicable Fees List. Parents will be responsible for providing the information and eligibility confirmations reasonably required to enable the School to claim the applicable funding. Please note that the School may withdraw from the Early Years Funding Scheme at any time. If the School intends to withdraw from the Early Years Funding Scheme, We will notify you in advance.

4.4 **VAT and applicable taxes.**

4.4.1 Except as expressly stated otherwise in the fees list, all of the Fees are exclusive of VAT and any other taxes, which will be added (where applicable).

4.4.2 You may be required to reimburse the School for any costs or expenses We incur on Your or on Your child's behalf. If this happens, You must also reimburse the School for any VAT applicable on such costs or expenses, unless We are entitled to a credit or repayment from HMRC in respect of that VAT.

4.4.3 If the School at any time assesses (or HMRC at any time determines) that any of the services supplied by the School under this contract are subject to VAT, and the School has not already charged You VAT on the applicable Fees for those services, the School will promptly notify You and confirm the amount of VAT payable in respect of the relevant Fees and You will pay an amount equal to that VAT within fourteen (14) days of the School notifying You.

4.5 **Payment of Fees by a third party:** An agreement with a third party to pay the Fees or any other sums due to the School does not release the Parents from liability if the third-party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.

4.6 **Indemnity:** The Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School if the School is required to pay all or part of any sum paid to it on behalf of the Parents to a third party.

4.7 **Refund or waiver:** Fees will not be refunded, reduced or waived if:

4.7.1 the Pupil is absent through illness;

4.7.2 a Month or Term is shorter than others (or, if applicable, shortened) or a school holiday period extended;

4.7.3 the Pupil is released home before the normal end of a Month, Term or session;

4.7.4 the School is temporarily closed due to adverse weather conditions or other safety related or good reasons;

4.7.5 the School is providing services remotely, for whatever reason; or

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

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

4.8 **Removal for non-payment:** If You do not pay the Fees by the deadline for payment or if there is a repeated or persistent failure to pay the Fees on time, the School may refuse to allow Your child to attend and/or participate in or receive the relevant service, withhold any references and/or withdraw sponsorship of Your child's Child Student visa. This applies in addition to the School's right to terminate this contract under clause 9.12.

4.9 **Other consequences of late or non-payment:** Simple interest may be charged on a day-to-day basis on overdue invoices. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis. The School also reserves the right to charge an administration fee of £50 on any sum which remains unpaid 14 days after the date upon which it falls due. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees or other sums due regardless of the value of the School's claim. This applies in addition to the School's right to terminate this contract under clause 9.12.

4.10 **Part-payment:** Any sum tendered by or on behalf of the Parents that is less than the sum due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance, as set out in clause 4.9.

4.11 **Allocation:** Payments will usually be allocated by the School to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may be allocated by the School to the unpaid account of any other child of the Parents.

4.12 **Instalment arrangements:** An agreement by the School to accept payment by instalment is discretionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these Terms and Conditions and those of any additional agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the additional agreement or the invoice shall prevail.

4.13 **Fees in Advance**: Where the Parents and the School have entered into an agreement incorporating the School's *Fees in Advance Terms and Conditions* (i.e., where the Parents have prepaid all or part of the Fees due under this contract) the Parents will still need to meet the difference (if any) between the amount per Term prepaid under the *Fees in Advance Terms and Conditions* and the total Fees and other amounts due in respect of the child each Term under this contract. Where practicable, the School will provide a Termly statement of account in respect of the Fees and other amounts due, and the difference will be payable in accordance with the terms of this contract.

4.14 **Scholarships and bursaries:** Every scholarship, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff reasonably. The terms on which such awards are offered and accepted (the **Conditions of Award**) will be notified to the Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed. A copy of the School's Bursary Policy is available from the School on written request. A bursary/scholarship or other award may be amended or withdrawn in accordance with the Conditions of Award and/or if, in the opinion of the Head: (a) the Pupil's attendance, progress and/or behaviour (and/or the Parents' behaviour or conduct or the behaviour or conduct of one of the Parents, including in relation to an application for the award) no longer merit the continuation of the award; (b) the School decides not to continue providing the bursary/scholarship, either in whole or in part; or (c) the Parents have withheld or misrepresented information as part of, or in connection with, the application for or the School's award of the bursary/scholarship.

4.14.1 If the Parents withhold or misrepresent information as part of an application for a bursary/scholarship, the School may withdraw the award with immediate effect on written notice to the Parents and the School may demand repayment of the award in whole or in part.

4.14.2 If, for any other reason, the financial assistance within the award may be withdrawn or amended, the School will give the Parents notice before the end of the penultimate Term before the withdrawal or amendment. If the Parents then wish to Withdraw the Pupil, the Parents must give Notice in accordance with clause 9.8.

4.15 **School Fee increases:** The School Fees are reviewed annually and are subject to increase from time to time. The School will send notice of any increase to the School Fees no later than: (a) for Pupils in the Nursery attending year-round provision: three Months before the increase is to take effect; or (b) for Pupils in the Nursery attending Term-time provision and Pupils in Reception and above: one week following the end of the penultimate Term before the increase is to take effect. This will allow Parents time to consider the increase and, if they wish to withdraw their child from the School before the increase is due to take effect, then they will have sufficient time to provide Notice in accordance with clause 9. If the Parents receive later notice of an increase to the School Fees, they may give to the School written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit and the Additional Deposit, if paid, will be returned to you without interest less any sums owing to the School.

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

4.17 **Identity of Fees payer and source of funds:** From time to time the School may ask the Parents to provide information so that the School can properly and accurately verify (to Our satisfaction): the Parents' identity, the identity of a person who is paying Fees (if not the Parents and agreed by the School in accordance with clause 4.5), the legitimate source of funds used to pay Fees, and that neither the Parents nor the person who is paying the Fees is/are subject to (or within the purview of) any sanctions imposed by any competent authority. The Parents agree to promptly provide such information as reasonably requested by the School in this respect, including by any deadlines the School might specify in writing.

5 EDUCATIONAL MATTERS

5.1 **Provision of education:** The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil and to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing childcare and/or educational services for the Pupil but cannot guarantee that the Pupil will achieve his/her desired examination results or that results will be sufficient to gain entry to other educational establishments.

5.2 **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. This may be by online or other form of remote learning on a temporary basis. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty and mutual respect for and tolerance of those with different faiths and beliefs. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress, they should contact the Pupil's tutor or other appropriate member of staff as soon as possible, or contact the Head in the case of a serious concern.

5.3 **Progress reports:** The School shall monitor the Pupil's progress and shall report to the Parents by means of grades, full written reports and parent meetings and consultations.

5.4 **Sex education:** The Pupil will receive health and life skills education including relationships and/or sex education appropriate to his/her age in accordance with the curriculum from time to time. The Parents may withdraw the Pupil from some or all of the sex education delivered as part of statutory relationships and sex education at any time up to and until three Terms prior to the Pupil's 16th birthday by giving formal notice in writing that they do not wish the Pupil to take part. After that time, the Pupil may decide for themselves if they wish to receive sex education. The Pupil cannot be withdrawn from relationships education.

5.5 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

5.6 **Learning difficulties:** The School shall monitor a Pupil's progress at school and the School will advise whether there are any concerns about the Pupil's progress and whether there may be a 'special educational need', but the School does not undertake to diagnose dyslexia, ADHD or other conditions.

5.7 **Screening for learning difficulties:** The screening tests available to schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School and (depending on the circumstances) at the Parents' expense or by the Parents themselves. The Parents agree to cooperate fully and transparently with any assessments of the Pupil's educational needs in order for the School to understand the nature and extent of the needs and what support it may be appropriate for the School to consider and any refusal by the Parents to do so may be regarded as unreasonable behaviour. See also clause 8.10.6.

5.8 **Information about learning difficulties:** The Parents shall notify the Head when completing the admissions paperwork and subsequently in writing if at any time they are aware or suspect that the Pupil has a learning difficulty. The Parents must provide the School with copies of all written reports and other relevant information. The School reserves the right to charge for the provision of additional teaching and/or other support arrangements where it is lawful to do so.

5.9 **Period of the Pupil's schooling:** Subject to these Terms and Conditions (and in particular clause 5.10 below), the School will accept the Pupil from the time of joining the School until the normal leaving date which is at the end of:

5.9.1 Year 2 (if he/she is at St Christopher's School & Nursery); or

5.9.2 Year 6 (if he/she is at Reigate St Mary's Preparatory and Choir School, Chinthurst School, or Micklefield School).

5.10 **Moving up the School:** The School is not obliged to permit your child to progress (e.g. from the Nursery to Reception, or at any other time) unless satisfied that it is appropriate to do so having regard to all the relevant circumstances and the School may impose conditions on progression. Please note that, even where the School has imposed conditions on progression, if the Parents wish to Withdraw the Pupil before the normal leaving date (as defined in clause 5.9), the provisions on Notice as set out in clause 9 below apply.

5.11 **Intellectual property:** Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the School may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet, social media or public website.

5.12 **Pupil's work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.

5.13 **Consent for educational visits:** A variety of educational visits may be provided for the Pupil. These include:

5.13.1 off-site activities;

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

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

5.13.4 adventure activities which may take place at any time.

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

5.14 **The cost of educational visits:** The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause 5.13.1 to 5.13.4 above. The cost of such a visit will be payable in advance and may be subject to a separate agreement. If applicable, all additional costs (such as medical costs, taxis, air fares or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the School's invoice for the Fees. The School reserves the right to prevent the Pupil from taking part in an educational visit while any sum due to the School remains unpaid or where it is deemed inappropriate for them to take part for reasons of discipline or safety.

6 PASTORAL CARE

6.1 **The School's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. This obligation will apply during school hours and at other times when the Pupil is permitted to be on School premises or is participating in activities organised by the School. The School cannot accept any responsibility for the Pupil while off the School premises unless he/she is taking part in a School activity or otherwise under the direct supervision of a member of School staff. We will respect the Pupil's rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.

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

6.2.1 where a disciplinary matter is being investigated by the School and this relates to the conduct of the Pupil or engages their (or another child's) safety or well-being. In such circumstances, the requirement to keep the Pupil away from School would be a neutral act during the investigation procedure. Alternatively, the Pupil may be placed under a special regime if they remain on School premises;

6.2.2 due to a health or safety risk (including a virus, pandemic, epidemic or any other health or safety risk, and including if the Head considers that the Pupil's presence at the School does or may pose a risk of harm to himself/herself or to any other pupil or to any member of the School community); and/or

6.2.3 the School considers that this is in the best interests of the Pupil and/or other pupils at the School.

The School may provide education to the Pupil remotely during such period on a temporary basis and to the extent this is reasonable or proportionate. For the avoidance of doubt, the School is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate.

6.3 **Complaints:** Any expression of dissatisfaction about action taken or a lack of action by the School where the Parents seek action by Us must be notified to the School as soon as practicable. The Parents will remain courteous and respectful at all times in their dealings with the School regardless of any complaint and should comply with the Parent Code of Conduct. A copy of the School's Parents Complaints Procedure can be obtained from the School's website or supplied on request. See also clauses 8.10.6 and 8.12.

6.4 **Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with both Parents. If any conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.

6.5 **Head's authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will ensure good order and safeguard and promote the Pupil's welfare, and the welfare of pupils or staff. Please see clause 7 below.

6.6 **Culture:** The culture of the School is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and the Parents and we expect the same of the Pupil and the Parents in relation to the School and any member of the School community.

6.7 **Sports and other activities:** The Parents consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme which entail a risk of physical injury. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

6.8 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:

6.8.1 any changes to the Parents' and/or the Pupil's contact details or home address;

6.8.2 any known medical condition, health problem, injury or allergy affecting the Pupil;

6.8.3 any history of a learning difficulty on the part of the Pupil;

6.8.4 any disability, special educational need or any behavioural, emotional and/or social difficulty on the part of the Pupil;

6.8.5 any family circumstances, court proceedings or court orders which might affect the Pupil's education or welfare (including copies of the relevant court orders or undertakings);

6.8.6 any concerns about the Pupil's safety; and/or

6.8.7 any significant change in the circumstances of the Parents, including any changes to the Parents' financial circumstances or if either of the Parents is a *Designated Person* under any UK enactment or convicted of a criminal offence anywhere in the world.

6.9 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have.

6.10 **Monitoring the Pupil's email and messaging communications, internet etc:** Subject to applicable data protection legislation, the School reserves the right to monitor the Pupil's use of:

6.10.1 email;

6.10.2 the internet and any internet-based platform; and

6.10.3 mobile electronic devices.

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

6.11 **Special precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. Accordingly, the Parents must immediately notify the Head in writing of any family circumstances, court proceedings or court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Head may exclude one or both of the Parents from School premises if they are acting in an improper manner and he/she considers such exclusion to be in the best interests of the Pupil or any other member of the School community.

6.12 **Residence during Term time:** The Pupil is required to live with the Parents or with an education guardian acceptable to the School. The Parents must immediately notify the Head in writing if the Pupil will be residing under the care of someone other than the Parents or his/her education guardian. If the Pupil's visa is sponsored by the School, then the Parents will need to comply with additional UKVI Home Office requirements which apply in respect of the Pupil's living arrangements while they are in the United Kingdom. The Parents must provide the School with evidence regarding the Pupil's living arrangements used in support of their visa application.

6.13 **Communications from the Parents:** The Parents must consult with each other so far as significant decisions regarding the Pupil are concerned. Accordingly, the School is entitled to treat any communications or instructions received from one of the Parents as having been given on behalf of both Parents; and any communications or instructions given from the School to one of the Parents as having been given to both Parents. The only exception to this is set out in clause 9.3.

6.14 **Absence of the Parents or the Pupil:** The Parents must inform the School Office in writing of the name, address and telephone number for 24 hour contact for the adult who will have the care of the Pupil at any time when both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer. The School must also be informed as soon as possible in writing of any reason for the Pupil's absence from School. Wherever possible, the School's prior consent should be sought for absence from the School.

6.15 **Education guardians:** The Parents, if resident outside the United Kingdom, must before Entry appoint an education guardian for the Pupil in the United Kingdom. The School accepts no responsibility for the Pupil when he/she is in the care of the Parents or his/her education guardian. The Parents or the Pupil's education guardian must make holiday arrangements, including travel to and from the School, in advance. The Parents are responsible in each case for making suitable arrangements to appoint an education guardian. The Parents shall immediately on appointment provide the School with up-to-date contact details for the Pupil's appointed education guardian and shall immediately notify the School of any changes to those details. The Parents shall upon request provide such further information to the School as it reasonably requires to satisfy itself that the proposed appointment and or arrangements are suitable. Failure to provide such information upon request may constitute unreasonable behaviour. See clause 8.10.6.

6.16 **Photographs or images (including video recordings):** The School may obtain and use photographs or images (including video recordings) of the Pupil for:

6.16.1 use in the School's promotional material such as the prospectus, the website or social media;

6.16.2 press and media purposes; or

6.16.3 educational purposes as part of the curriculum or extra-curricular activities.

Where appropriate, the School will ask the Parents or the Pupil (if the Pupil is of sufficient maturity) to complete a Photo Consent Form. Please see the School's Privacy Notice for more information about how the School uses photographs and videos of pupils.

6.17 **Request for confidentiality:** The Parents may ask Us to keep certain information about the Pupil confidential. For example, You may ask Us not to use photographs of the Pupil. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the School in writing, requesting an acknowledgment of their letter. The Parents will not record meetings or discussions with any staff member or representative(s) of the School without consent.

6.18 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

6.19 **Pupil's personal property:** The Pupil is responsible for the security and safe use of all his/her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the School.

6.20 **Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.

6.21 **School's liability:** Unless negligent or in breach of another legal duty which causes injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

7 HEALTH AND MEDICAL MATTERS

7.1 **Medical declaration:** Before the Pupil enters the School the Parents will be asked to provide medical information concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.

7.2 **Medical care:** The Parents must comply with the School's recommendations which may include a reasonable decision to release the Pupil home or to his/her education guardian when he/she is unwell.

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

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

7.5 **Emergency medical treatment:** If the Pupil requires urgent medical attention while under the School's care, the School will: (a) take action (for example, by contacting the emergency services); (b) try to contact the Parents and, if the School cannot contact the Parents, try to contact any other named emergency contact or education guardian; (c) share relevant information that the School holds about the Pupil with any emergency services or treating medical professional (for example, by notifying them about any allergies which the Pupil has); and (d) where necessary, deal with decisions about the Pupil's medical treatment in accordance with the advice of the treating medical professional.

8 BEHAVIOUR AND DISCIPLINE

8.1 **School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime. The Parents accept that the School's policies, procedures and regime are non-contractual and may be subject to change at short notice, if in the opinion of the Head it is deemed appropriate to do so in the circumstances prevailing at the time.

8.2 **Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others and require all members of our community including the Pupil and Parents to act in line with these principles. The Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day (if in Reception and above), will be punctual, will work hard, will be well-behaved and will comply with the School rules about the wearing of uniform and general appearance. Parents are expected to act in accordance with the Parent Code of Conduct.

8.3 **School rules:** The School rules which apply are set out in the Parent Handbook, the School website and other documents published from time to time. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.

8.4 **School discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to carry out searches and investigations and take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and/or any other pupil and/or the School community as a whole. The School's Behaviour Policy which is current at the time and published on the School website applies to all pupils at the School and at all times when the Pupil is in or at School (including when engaged in online or remote learning), representing the School or wearing School uniform, travelling to or from School, on School-organised trips, engaging with other members of the School community or when they are otherwise associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply the policies may affect the health, safety or well-being of a member of the School community or a member of the public, have repercussions for the orderly running of the School or brings or could bring the School into disrepute.

8.5 **Investigative action:** A concern, allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned and the Pupil and his/her belongings may be searched in appropriate circumstances. The Parents will be informed of any searches for prohibited items and that the Pupil may face formal disciplinary sanctions, unless the School is prevented from doing so. If, under the School's Behaviour Policy or Exclusion and Required Removal Policy, a disciplinary meeting with the Head is required before a decision is taken, the School will make reasonable efforts to notify the Parents or the Pupil's education guardian so that they can attend. In the absence of the Parents or the Pupil's education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.

8.6 **Sanctions:** If applicable, the School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, Suspension, or Required Removal or Exclusion.

8.7 **Definitions of sanctions:** The definitions in this clause apply in these Terms and Conditions.

Exclusion: means that the Pupil is required to leave the School permanently in circumstances described in clause 8.8.

Required Removal: means that the permanent removal of the Pupil from the School is required in circumstances described in clause 8.10.

Suspension: means that the Pupil is sent or released home for a limited period as a disciplinary sanction in circumstances described in clause 8.8.

Withdrawal: has the meaning set out in clause 9.5.

8.8 **Suspension and Exclusion:** The Pupil may be suspended or permanently excluded from the School if the Head considers that the Pupil's conduct or behaviour (including conduct or behaviour outside School or online) is unsatisfactory and/or the suspension or exclusion is in the School's best interests and/or those of the Pupil and/or other children at the School. The Exclusion and Required Removal Policy includes a list of the types of behaviour that could warrant exclusion. This list is not exhaustive, and the Head may decide that exclusion for a lesser offence is warranted where there has been previous misbehaviour. All aspects of the Pupil's record at the School may be taken into account. The Head's decision to exclude shall be subject to appeal as set out in the Exclusion and Required Removal Policy, if requested by the Parents. When a Pupil is excluded, this contract terminates with immediate effect.

8.9 **Fees following Exclusion:** If the Pupil is excluded, the Acceptance Deposit will be forfeited and retained by the School; Fees for the current or past Terms will not be refunded; but the Additional Deposit, if paid, will be returned to You without interest, less any sums owing to the School. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.

8.10 **Required Removal:** Instead of Exclusion, the Head may require the Parents to remove the Pupil permanently from the School if the Head is of the opinion that:

8.10.1 the Pupil has committed a breach or breaches of School rules or discipline for which Required Removal is the appropriate sanction (and this may include conduct outside of School or online);

8.10.2 separate to the Head's discretion to exclude the Pupil under clause 8.8, the Pupil's conduct, behaviour (which may include conduct outside of School or online) is unsatisfactory;

8.10.3 the Pupil's attendance and/or progress at the School is unsatisfactory and/or the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School;

8.10.4 the Pupil's presence at the School presents a risk to himself/herself and/or to any other pupil or member of the School community;

8.10.5 the School is no longer able to provide adequately for the Pupil's needs (including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by the Pupil);

8.10.6 the behaviour or conduct of the Parents (or one of the Parents): (a) is unreasonable; (b) represents a serious or persistent breach of the *Parent Code of Conduct;* (c) causes a breakdown of trust and confidence; (d) adversely affects (or is

likely to adversely affect) the Pupil's and/or other pupils' progress at the School, and/or the wellbeing of School staff; (e) brings (or is likely to bring) the School into disrepute (among the School community or the general public); (f) and/or is not in accordance with Your obligations under this contract; and/or

8.10.7 the Required Removal is in the School's best interests (including the School's staff) and/or those of the Pupil and/or other pupils.

A decision by the Head to Require Removal of the Pupil shall be subject to an appeal as set out in the Exclusion and Required Removal Policy, if requested by the Parents. Following a Required Removal this contract will terminate with immediate effect.

8.11 **Fees following Required Removal:** If the Pupil is removed in the circumstances described in clause 8.10, the provisions relating to Fees shall be as set out in clause 8.9 save that the Acceptance Deposit and the Additional Deposit, if paid, will be returned to you without interest less any sums owing to the School.

8.12 **Complaints procedure:** A complaint by current Parents as described in clause 6.3 above which does not involve a Exclusion or Required Removal of the Pupil must be made in accordance with the School's Parents Complaints Procedure, a copy of which is available on request.

8.13 **Nursery**: For Pupils in the Nursery, only clauses 8.1, 8.3, 8.10.2, 8.10.4 - 8.10.7, 8.11 and 8.12 apply. The School will manage the behaviour of Nursery children through developmentally appropriate approaches consistent with the Early Years Foundation Stage statutory framework and the School's Early Years policies.

9 PROVISIONS ABOUT NOTICE

9.1 **Term's Written Notice (Pupils in the Nursery attending Term-time provision, and Pupils in Reception and above)**: The provisions of these Terms and Conditions about a Term's Written Notice apply for all Pupils in Reception and above and for all Pupils attending Term time only in the Nursery. A Term means a term of the School, being the Autumn, Spring or Summer Term. A Term's Written Notice means Notice in writing given before the first day of a Term and expiring at the end of that Term. For example, a Term's Written Notice is required to Withdraw the Pupil from the School. Therefore, if Parents wish to Withdraw the Pupil with effect from the Autumn Term, Notice must be given by the first day of the preceding Summer Term.

9.2 **Three Months' Written Notice (Pupils in the Nursery attending year-round provision):** The provisions of these Terms and Conditions about Three Months' Written Notice apply for all Pupils in the Nursery attending year round provision. A Month means a calendar month. Three Months' Written Notice means Notice in writing given three Months before the Month to which the Notice relates. For example, Three Months' Written Notice is required to Withdraw the Pupil from the School. Therefore, if Parents wish to Withdraw the Pupil with effect from the first day of September, Notice must be given by the first day of June.

9.3 **Notice**: means (unless the contrary is stated in these Terms and Conditions) as applicable: (a) a Term's Written Notice (for all Pupils in Reception and above and for Pupils attending Term-time provision in the Nursery), or (b) Three Months' Written Notice in (for Pupils attending year round provision in the Nursery), in each case addressed to and received by the Head personally or the Bursar on the Head's behalf. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice. Notice must be signed by all holders of Parental Responsibility for the Pupil and the School is entitled not to accept such Notice unless and until all holders of Parental Responsibility have signed such notice.

9.4 **Cancel or Cancellation**: means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil's Entry or where the Pupil does not enter the School.

9.5 **Withdraw or Withdrawal:** means the withdrawal of the Pupil from the School by the Parents at any time after the Pupil has entered the School.

9.6 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of, for example, post or electronic communication without either of the Parents meeting face to face with a member of the School staff between offer and acceptance, the Parents have the right to cancel this contract at any time within 14 days of the day after We receive Your completed and signed acceptance form. Information about the right to cancel and how to cancel is set out in the School's cancellation notice and form published on the School website. In such circumstances the Acceptance Deposit and the Additional Deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any services under this contract.

9.7 **Fees in lieu of Notice**: means (as applicable) a Term's School Fees or Three Months' School Fees. Fees in lieu of Notice will be charged at (as applicable): (a) for Cancellations – the rate applicable for the Term or Month when Your child was due to start; or (b) for Withdrawals – the rate for the Term or Month that would have been the final Term or Month of the Pupil's education had the Parents given (as applicable) a Term's Written Notice or Three Months' Written Notice (and not the rate for the Term or Month when the Parents gave notice).

9.8 **Cancellation and Withdrawal:** Except when the Pupil is to leave at the normal leaving date (as defined in clause 5.9), if the Parents wish to Cancel or Withdraw the Pupil after the expiry of the 14 day cancellation period described in clause 9.6 above they shall do so either by: (a) providing (as applicable) a Term's Written Notice or Three Months' Written Notice; or (b) paying Fees in lieu of Notice. If You provide Notice, no Fees in Lieu of Notice will be payable and the School will refund the Additional Deposit (if paid), but You will forfeit and the School will retain the Acceptance Deposit. If You do not provide Notice, Fees in lieu of Notice will be payable upon demand as a debt. The School will apply the Acceptance Deposit and (if applicable) the Additional Deposit as payment towards the Fees in lieu of Notice. The only exception to this is if the School makes an offer in the Term or Three Months immediately before the Term or Month in which the Pupil is due to join the School, in which case the Parents must either give the School notice of Cancellation no later than four (4) weeks from the date of the letter of offer or pay to the School Fees in lieu of Notice.

9.9 **Transfers:** If the Parents wish to transfer the Pupil from the School to another school which is owned and operated by us, the Parents must apply to the relevant school in accordance with the relevant admissions process and policy. Please note that even if the Parents accept an offer at another school which is owned and operated by us, the provisions on Notice set out in clause 9.8 will continue to apply.

9.10 **Prior consultation:** It is expected that the Parents, or the Pupil's duly authorised education guardian, will consult personally with the Head or with the Head's authorised deputy before Notice is given by the Parents.

9.11 **Discontinuing extra services, activities etc:** To discontinue extra services and activities the Parents must either provide (as applicable) a Term's Written Notice or Three Months' Written Notice or pay (as applicable) a Term's or Three Months' Extra Charges for the relevant service or activity.

9.12 **Termination by the School:** In addition to when this contract is terminated automatically as a result of an Exclusion or Required Removal under clause 8, the School may terminate this contract at any time by notice in writing to the Parents, without any obligation to return Fees and with the Acceptance Deposit and (if applicable) the Additional Deposit being forfeited and retained if:

9.12.1 any of the conditions set out in the letter of offer are not satisfied;

9.12.2 the Parents do not make a payment to the School when it is due, and still do not make payment within fourteen (14) days of the School reminding the Parents that such payment is due;

9.12.3 the Parents (or either of one of the Parents): (a) are unable, following the School's request, to demonstrate that they will be able to pay the Fees due under this contract; (b) repeatedly or persistently fail to pay the Fees when they fall due for payment; (c) are otherwise unable to pay their debts as they fail due; or (d) are the subject of a bankruptcy petition or order, or enter into an individual voluntary arrangement;

9.12.4 on (as applicable) two Terms' notice in writing;

9.12.5 on reasonable notice if in the professional opinion of the Head the School is unable to provide the services it needs to in satisfaction of the School's obligations under this contract;

9.12.6 the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School or, in the case of a Pupil who holds a Child Student visa on the basis of sponsorship by the School, where Parents have arranged accommodation for the Pupil which does not meet the requirements of the Child Student Immigration Rules;

9.12.7 the Parents have not made arrangements which the School considers are suitable with an education guardian or accommodation provider;

9.12.8 the Parents has made a false declaration or given a false or misleading disclosure to the School or has failed to disclose to the School anything which they are required to disclose;

9.12.9 the Parents fail or refuse to provide any information required under clause 4.17, or the School is not satisfied with the information provided (if any);

9.12.10 the Parents otherwise do not comply with their obligations under this contract; or

9.12.11 a decision is taken to close the School (in whole or in part).

9.13 **When this contract will end if not terminated early**: For the avoidance of doubt, and without the School or the Parents having to provide Notice, this contract will end on the normal leaving date (as defined in clause 5.9).

9.14 **Ending this contract will not affect accrued rights:** Once this contract ends, it will not affect any legal rights or obligations that the Parents or the School has that may already have arisen, for example the Parents' obligation to pay any outstanding Fees.

10 EVENTS BEYOND THE CONTROL OF THE PARTIES

10.1 **Force majeure:** An event beyond the reasonable control of the School or the Parents is a **Force Majeure Event** and shall include such events as:

10.1.1 an act of God, fire, flood, drought, earthquake or other natural disaster;

10.1.2 war, riot, civil unrest, act of terrorism, strikes, industrial disputes;

10.1.3 outbreak of epidemic or pandemic of disease; or

10.1.4 failure of utility service or transportation,

provided always that the inability of the Parents to pay any amount required under this contract shall not be a Force Majeure Event.

10.2 **Reasonable modifications:** Any reasonable modifications to the educational provision made by the School in order to meet legal obligations, comply with government guidance and to protect the health safety and well-being of staff or pupils including during or following a Force Majeure Event shall not affect the obligation of the Parents to pay the Fees in accordance with this contract.

10.3 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its/their contractual obligations by a Force Majeure Event, that party (**Affected Party**) shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

10.4 **Continued force majeure:** The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its/their obligations. If a Force Majeure Event continues for a period greater than 90 days from the date of notification, the Affected Party shall notify the other of the steps to be taken to ensure performance of its/their contractual obligations.

10.5 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days from the date of notification, the party in receipt of notification under clause 10.3 may terminate this contract by providing at least three working days' notice in writing to the other party.

11 GENERAL CONTRACTUAL MATTERS

11.1 **Variations:** These Terms and Conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.

11.2 **Data protection:** The School has a Privacy Notice which explains how the School will use the Parents' and the Pupil's personal data. The Privacy Notice is provided during the admissions process and is also published on the School's website. The Parents must read the Privacy Notice in full before signing the acceptance form. If the Pupil is going to enter Year 7 or above the Parents must show the Pupil a copy of the Privacy Notice and discuss it with him/her before accepting the offer of a place.

11.3 **Biometric information:** The School may use pupils' biometric information (for example as part of the payment process for school meals). The School will seek the Parents' consent to the School obtaining and using the Pupil's biometric information in the form of fingerprint recognition as part of an automated biometric recognition system using a consent form. If the Parents wish to withdraw consent to the processing of the Pupil's biometric information, they must notify the School in writing immediately, requesting an acknowledgement of his/her letter or email. Please see the School's biometric information notice which is provided during the admissions process.

11.4 **Change:** The School's website, handbook and marketing materials describe the broad principles on which the School is presently run. From time to time, it may be necessary to make changes to any aspects of the School, including to Our premises, the curriculum (including its content, structure and the availability of certain subjects), extra-curricular activities or to the manner of providing the services (including staffing and timetabling of those services), as a matter of course. Where practicable, the School will give Parents notice of any planned changes that the School considers will (or will very likely) have a significant impact on the Pupil's education.

11.5 **Changes in Ownership:** The School may transfer its rights and obligations under this contract to another person or entity. We will tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under this contract.

11.6 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and Conditions affects the Parents' statutory rights.

11.7 **Information for parents:** We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's website/promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents intend to take account of the information provided to them when deciding whether to enter into this contract they should seek specific confirmation from the School that the information is accurate before returning a completed acceptance form to the School.

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

11.9 **Interpretation:** These Terms and Conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and Conditions.

11.10 **Waiver:** If the School chooses not to enforce any part of this contract, or delays enforcing it, this will not affect the School's right to enforce the same part later (or on a separate occasion) or the rest of this contract. If the School cannot enforce any part of this contract, this will not affect Our right to enforce the rest of this contract.

11.11 **Severability:** If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.

11.12 **Jurisdiction:** This contract is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Reigate Grammar School: a Company Limited by Guarantee
Registered in England, Company Number: 03954365
Registered Office Reigate Grammar School, Reigate Road, Surrey RH2 0QS
Registered Charity Number: 1081898

Summary of clauses containing financial consequences

Event	**Clause**
Offer of a place and deposit	3.2
Progression to Reception	3.2
Additional Deposit	3.3
Indemnity	4.6
Refund or waiver	4.7
Removal for non-payment	4.8
Late payment	4.9
Fees following Exclusion	8.9
Fees following Required Removal	8.11
Cancellation rights	9.6
Fees in lieu of Notice	9.7
Cancellation and Withdrawal	9.8
Cancelling a place offered in the Term before Entry	9.8
Discontinuing extra services, activities etc	9.11