



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 Offer of Admission;
- 1.1.2 the conditions of award if applicable;
- 1.1.3 the Enrolment Agreement; and
- 1.1.4 the Schedule of Fees

They form the basis of a legally binding contract between the Parents and Marymount International School for the provision of educational services. These terms and conditions are intended to promote the education and welfare of students and the stability, forward-planning, proper resourcing and development of Marymount International School.

1.2 **Variations:** These terms and conditions, the Conditions of Award and the schedule of fees, are subject to change from time to time.

1.3 **Prospectus and website:** The School's prospectus and website are not contractual documents. Please see clause 11.5 for further information. The School website contains a number of policies and procedures which can be viewed by parents. Printed copies are available from the School on written request.

1.4 **Fees and notice:** The rules concerning fees and notice are of particular importance and are set out in Section 4 and Section 9.

1.5 **Managing change:** Marymount International School, as any other school, is likely to undergo a number of changes during the Student's tenure here. Please see Section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2 TERMINOLOGY

2.1 **School or We or Us:** means Marymount International School as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee.

2.2 **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.

2.3 **Headmistress:** means the Headmistress of the School as appointed by the School Governors. The Headmistress is responsible for the day-to-day running of the School.

2.4 **Parents or You:** means any person who has signed the Enrolment Agreement. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.

Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party. Please also see clause 4.3 and clause 11.6.

- 2.5 **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.
- 2.6 **Student:** Means the child named on the Enrolment Agreement. The Grade of the Student will be calculated in accordance with British educational practice.

3 ADMISSION AND ENTRY TO THE SCHOOL

- 3.1 **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Application form has been completed and returned to us and the non-returnable Application Fee paid. Admission will be subject to the availability of a place and the Student and the Parents satisfying the admission requirements at the relevant time. **Admission** occurs when the Parents accept the Offer of Admission. **Entry** occurs on the date when the Student attends the School for the first time under these terms and conditions.
- 3.2 **Equality:** The School is a mainstream, boarding and day school for girls ages 11 to 18 years. Founded by the RSHM, the School has a Catholic ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited, and we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral obligations under equality legislation in order to accommodate the needs of applicants and Students.
- 3.3 **Offer of Admission and Deposit:** A non-refundable Acceptance Fee as shown on the schedule of fees for the relevant academic year will be payable when parents accept the Offer of Admission. The Refundable Deposit as shown on the schedule of fees for the relevant year will also be payable when parents accept the Offer of Admission and will be retained in the general funds of the School until the Student leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these terms and conditions, or unless the Parents wish to donate the Refundable Deposit to the Sr Mary Catherine Walsh Bursary Fund. Please also see clause 9.8.
- 3.4 **Immigration:** The School is currently a registered UK Visas and Immigration sponsor. The Parents must inform the Headmistress when returning a completed Application form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. Where a child is sponsored by the School for immigration purposes, the Parents shall permit the School to take and retain copies of the child's passport and visa. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to reside in the United Kingdom and to study at this School.

4 FEES

- 4.1 **Fees:** May include alone or in combination any of the Application Fee, the Acceptance Fee, the Refundable Deposit, tuition fees, boarding fees, fees for extra tuition, other extras such as house charges, clothing and equipment, photographs or other items ordered by the Parents or the Student or charges

arising in respect of educational visits, or damage where the Student 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), 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 applicable to each Academic Year directly to the School, except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees. Fees for each Academic Year are due and payable as cleared funds before the 1st July preceding the commencement of the Academic Year to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid.
- 4.3 **Payment of Fees by a third party:** An agreement with a third party (such as an employer, grandparent, step-parent without parental responsibility or third party credit provider) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.
- 4.4 **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 repay all or part of any sum paid to it by a third party credit provider on behalf of the Parents.
- 4.5 **Refund or waiver:** Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund, Fees will not be refunded or waived if:
- 4.5.1 the Student is absent through illness; or
 - 4.5.2 a Semester is shortened or a vacation extended; or
 - 4.5.3 the Student is released home before or after public examinations or otherwise before the normal end of a Semester; or
 - 4.5.4 the School is temporarily closed due to adverse weather conditions; or
 - 4.5.5 for any reason other than exceptionally and at the sole discretion of the Headmistress in a case of genuine hardship.

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

- 4.6 **Exclusion for non-payment:** The School reserves the right to exclude the Student on three days' written notice if Fees are overdue for payment. If the Student is excluded for a period of 28 days, she will be deemed withdrawn without Notice and Fees in lieu of notice will be payable in accordance with Section 9. The School may withhold any information, character references or property while Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student.
- 4.7 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.
- 4.8 **Part-payment:** Any sum tendered 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 of Fees, as set out in clause 4.7.

- 4.9 **Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child of the Parents.
- 4.10 **Instalment arrangements:** An agreement by the School to accept payment of current and / or past and /or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
- 4.11 **Composition schemes:** An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
- 4.12 **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 Student's part and to the Parents treating the School and its staff reasonably. The terms on which such awards are offered and accepted will be notified to 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.
- 4.13 **Fees increases:** Fees are reviewed annually, set by the School in February of each year, and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase, they may give to the School written notice of withdrawal of the Student within 21 days and will not be liable to pay Fees in lieu of notice and the Refundable Deposit will be refunded without interest less any sums owing to the School.
- 4.14 **Information about fees:** The Parents consent to the School making enquiries of the Student's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Student is to be transferred if any Fees of this School are unpaid.
- 4.15 **Anti-money laundering and anti-bribery:** From time to time the School may need to obtain satisfactory evidence such as sight of a passport of the identity of a person who is paying Fees. The parties will comply with the School's Policy on Anti-Corruption and Bribery, a copy of which is available from the School on written request.

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 student and to provide education to at least the standard required by law in the particular circumstances. The School cannot guarantee that the Student will achieve 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 Headmistress, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the students. If the Parents have specific requirements or concerns about any aspect of the Student's education or progress they should contact the Student's advisor, or Deputy Head - Academics, as soon as possible, or contact the Headmistress in the case of a serious concern.
- 5.3 **Progress reports:** The School shall monitor the Student's progress and shall report regularly to the Parents by means of grades, full written reports and Parent / Teacher conferences.

- 5.4 **Personal and Social Education:** The Student will receive health and life skills education appropriate to her age in accordance with the curriculum.
- 5.5 **Public examinations:** The Headmistress may, after consultation with the Parents and the Student, decline to enter the Student's name for a public examination if, in the exercise of her professional judgement, the Headmistress considers that by doing so the Student's prospects in other examinations would be impaired and / or if the Student has not prepared for the examination with sufficient diligence, for example, because the Student has not worked or revised in accordance with advice or instruction from her teachers.
- 5.6 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Student, and about examination, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 5.7 **Learning difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a 'special educational need'. The School staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 5.8 **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 Student may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves through private professionals.
- 5.9 **Information about learning difficulties:** The Parents shall notify the Headmistress when completing the School's Confidential Information form and subsequently in writing if they are aware or suspect that the Student has a learning difficulty. Parents must provide the School with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Student, without being charged Fees in lieu of notice if, in the professional judgement of the Headmistress and after consultation with the Parents and with the Student (where appropriate), the School is unable to provide adequately for the Student's special educational needs. The School reserves the right to charge for the provision of additional teaching.
- 5.10 **Moving up the School:** It is assumed that if the Student satisfies the relevant criteria at the time she will progress through the School and will ultimately complete Grade 12. The Parents will be consulted before the end of the first Semester if there appears to be any reason why the Student may be refused a place at the next stage of the School. The Parents must give Written Notice in accordance with the Provisions about notice in Section 9 below if they do not intend the Student to proceed to the next stage of the School, or Fees in lieu of notice will be payable.
- 5.11 **School's intellectual property:** Where the Student, in conjunction with any member of staff, creates anything (including a design, an invention, a database, a discovery, a process, a trademark, goodwill or any other work) in respect of which any intellectual property (including copyright, design rights, patents, database right, the right to sue for passing off, or any other intellectual or proprietary right) (**Intellectual Property Rights**) exists, the School reserves all Intellectual Property Rights in respect of that Work.
- 5.12 **Student's work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to the School retaining the Student's original work until, in the professional judgement of the Headmistress, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We shall take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the Headmistress or staff.

5.13 **Educational visits:** A variety of educational visits will be provided for the Student. By signing the Acceptance Form or agreeing to be bound by these terms and conditions the Parents consent to the Student taking part in any educational visit. Educational visits which:

- 5.13.1 cost more than £100; or
- 5.13.2 require overseas travel; or
- 5.13.3 involve an overnight stay; or
- 5.13.4 occur during a weekend or School vacation; or
- 5.13.5 involve some element of risk or adventure activity

will be subject to a separate agreement. The cost of such a visit will be payable in advance. The Student shall be subject to School discipline in all respects whilst engaged in an educational visit. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Student's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Student from taking part in an educational visit while overdue fees remain unpaid.

6 PASTORAL CARE

- 6.1 **The School's commitment:** We will do all that is reasonable to safeguard and promote the Student's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Student's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.
- 6.2 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a Student or any educational issue or other matter connected to the School must be notified to the School as soon as practicable. A copy of the School's complaints procedure is found on the School's website and can be supplied on request. See also clause 8.16.
- 6.3 **Student's rights:** The Student, 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 her parents. If a conflict of interest arises between the Parents and the Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 6.4 **Headmistress's authority:** The Parents authorise the Headmistress to take and / or authorise in good faith all decisions which the Headmistress considers on proper grounds will safeguard and promote the Student's welfare. Please see Section 7.
- 6.5 **Ethos:** The ethos of the School is to foster good relationships between Students and between members of staff and Students. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Student and the Parents and we expect the same of the Student and the Parents in relation to the School or its staff.
- 6.6 **Physical contact:** The Parents consent to such physical contact with the Student:
- 6.6.1 as may accord with good practice; or
 - 6.6.2 as may be appropriate and proper for teaching and instruction; or
 - 6.6.3 for providing comfort to the Student in distress; or
 - 6.6.4 to maintain safety and good order; or
 - 6.6.5 in connection with the Student's health and welfare.

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

- 6.7 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- 6.7.1 any known medical condition, health problem or allergy affecting the Student;
 - 6.7.2 any history of a learning difficulty on the part of the Student;
 - 6.7.3 any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Student;
 - 6.7.4 any family circumstances or court order which might affect the Student's welfare or happiness;
 - 6.7.5 any concerns about the Student's safety;
 - 6.7.6 any change in the financial circumstances of the Parents in receipt of a bursary from the School.
- 6.8 **Confidentiality:** The Parents authorise the Headmistress to override their own and (so far as they are entitled to do so) the Student's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Student may have. The School reserves the right to monitor the Student's use of communication devices including but not limited to:
- 6.8.1 e-mail;
 - 6.8.2 the Internet; and
 - 6.8.3 mobile electronic devices.
- See also the School's Technology and Learning Acceptable Use policy on the School's website.
- 6.9 **Special precautions:** The Headmistress needs to be aware of any matters that are relevant to the Student's safety and security. The Headmistress must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Headmistress, acting in a proper manner, considers such exclusion to be in the best interests of the Student or any other member of the School community.
- 6.10 **Leaving School premises:** The School will do all that is reasonable to ensure that the Student remains in the care of the School during School hours and we cannot accept responsibility for the Student if she leaves School premises in breach of School rules or regulations. The School is not legally entitled to prevent a Student aged 16 years or over from leaving School premises during School hours.
- 6.11 **Residence during term time:** The Student, except when boarding, is required during term time, on weekends, and half term, to live with the Parents or a legal guardian or with an education guardian (see clause 6.14 below). The Headmistress must be notified in writing immediately if the Student will be residing during term time under the care of someone other than the Parents.
- 6.12 **Communications from parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents. This requirement does not apply to the giving of notice for the cancellation of the place or the withdrawal of the Student from the School. Those persons who are required to consent to or to give notice of cancellation or withdrawal are set out in clause 9.4.

- 6.13 **Absence of parents:** When both Parents will be absent from the Student's home overnight or for a 24 hour period or longer, the School must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of the Student.
- 6.14 **Education guardians:** The Parents, if resident outside the United Kingdom, must before Entry appoint an education guardian for the Student in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility for the Student when she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.
- 6.15 **Photographs or images:** By signing the Student Contact Form or agreeing to these terms and conditions the Parents consent to the School obtaining and using photographs or images of the Student for:
- 6.15.1 use in the School's promotional material such as the prospectus, the website or social media;
 - 6.15.2 press and media purposes;
 - 6.15.3 educational purposes as part of the curriculum or extra-curricular activities.
- We would not disclose the name, grade, and home address of the Student without the Parents' consent. If the Parents do not want the Student's photograph or image to appear in any of the School's promotional material they must make sure the Student knows this and indicate this on the Student Contact Form.
- 6.16 **Request for confidentiality:** The Parent may ask the School to keep information about the Student confidential. If the Parents would like information about the Student to be kept confidential they must advise the Headmistress in writing, requesting an acknowledgment of their letter.
- 6.17 **Transport:** The Parents consent to the Student travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 6.18 **Student's personal property:** The Student is responsible for the security and safe use of all her personal property including money, mobile phones, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to her by the School.
- 6.19 **Insurance:** The Parents are responsible for insurance of the Student's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.
- 6.20 **School's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Student or the Parents or for loss or damage to property.

7 HEALTH AND MEDICAL MATTERS

- 7.1 **Medical declaration:** Before the Student enters the School, the Parents will be asked to complete a Confidential Information form concerning the Student's health and must inform the Headmistress in writing if the Student 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:** Boarding Students must be registered on the list of the School Medical Officer while a Student at the School. The Parents must comply with the School Medical Officer's recommendations which may include a reasonable decision to release the Student home when she is unwell.
- 7.3 **Medical examination:** The Student will have a routine medical examination with the School Medical Officer or other doctor appointed by him / her, usually during the first Semester at the School. Arrangements can be made on request for the Parents to be present but this is subject to the Student's consent if the Student is of sufficient maturity and understanding.
- 7.4 **Student's health:** The Headmistress may at any time require a medical opinion or certificate as to the Student's general health where the Headmistress considers it necessary as a matter of professional judgement in the interests of the Student and / or the school community. The Student if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Student's own interests or where necessary for the protection of other members of the School community.
- 7.5 **Medical information:** Throughout the Student's time as a member of the School, the School Medical Officer shall have the right to disclose confidential information about the Student if it is considered to be in the Student'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.
- 7.6 **Emergency medical treatment:** The Parents authorise the Headmistress to consent on their behalf to the Student receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations performed by the National Health Service or at a private hospital and where certified by an appropriately qualified person as necessary for the Student's welfare and if the Parents cannot be contacted in time.

8 BEHAVIOUR AND DISCIPLINE

- 8.1 **School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Headmistress. The Headmistress is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Student is at issue.
- 8.2 **Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Student will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School rules contained in the Student/Parent Handbook about the wearing of uniform and general appearance.
- 8.3 **School rules:** The School rules which apply are set out in the Student/Parent Handbook and other documents published from time to time. The Parents are requested to read these documents carefully with the Student before they accept the offer of a place. They are available on the School website.

- 8.4 **School discipline:** The Parents accept the authority of the Headmistress and of other members of staff on the Headmistress's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Student and the School community as a whole. The School's Rewards and Sanctions Policy current at the time and published on the School website, applies to all Students when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.
- 8.5 **Investigative action:** A complaint or rumour of misconduct will be investigated. The Student may be questioned and her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by the Parents, education guardian or a teacher of the Student's choice.
- 8.6 **Procedural fairness:** Investigation of a complaint that could lead to expulsion, removal or withdrawal of the Student in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Headmistress before a decision is taken in such a case. In the absence of the Parents or education guardian, the Student will be assisted by an adult (usually a teacher) of her choice.
- 8.7 **Divulging information:** Except as required by law, the School and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of students or others who have given information which has led to the complaint or which the Headmistress has acquired during an investigation.
- 8.8 **Drugs and alcohol:** The Student may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Student's permanent medical record.
- 8.9 **Sanctions:** 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 but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, gating, suspension, or alternatively being removed or expelled.
- 8.10 **Definitions of sanctions:** The definitions in this clause apply in these terms and conditions.
- Expulsion:** means that the Student is required to leave the School permanently in circumstances described in clause 8.11.
- Gating:** means that the Student is confined to the School premises for a limited period of time (usually during a weekend) but without further disciplinary consequences.
- Removal:** means that the permanent removal of the Student from the School is required in circumstances described in clause 8.13.
- Suspension:** means that the Student is sent or released home for a limited period as a disciplinary sanction.
- Withdrawal:** has the meaning set out in clause 9.10.
- 8.11 **Expulsion:** The Student may be formally expelled from the School if it is proved on the balance of probabilities that the Student has committed a very grave breach of discipline or a criminal offence. Expulsion is reserved for the most serious breaches. The Headmistress shall act with procedural fairness in all such cases.

- 8.12 **Fees following expulsion:** If the Student is expelled, there will be no refund of the Refundable Deposit or of Fees for the current or past terms. There will be no charge to Fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.
- 8.13 **Removal in other circumstances:** The Parents may be required to remove the Student permanently from the School or from boarding if, after consultation with the Parents and if appropriate the Student, the Headmistress is of the opinion that:
- 8.13.1 by reason of the Student's conduct, behaviour or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the School; or
- 8.13.2 if the Parents have treated the School or members of its staff unreasonably; then
- in these circumstances, and at the sole discretion of the Headmistress, Withdrawal of the Student by the Parents may be permitted as an alternative to Removal being required. The Headmistress shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and the Parents as well as those of the School.
- 8.14 **Fees following removal:** If the Student is removed or withdrawn in the circumstances described in clause 8.13, the provisions relating to Fees shall be as set out in clause 8.12 save that the Refundable Deposit will be refunded without interest less any sums owing to the School.
- 8.15 **Leaving status:** The School reserves the right to record the leaving status of the Student on the Student's file immediately after Expulsion or Removal or Withdrawal.
- 8.16 **Complaints procedure:** A complaint about any matter of School policy or administration including a decision involving an Expulsion or Removal of the Student must be made in accordance with the School's complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.
- 8.8 the Student's file immediately after Expulsion or Removal or Withdrawal.

9 PROVISIONS ABOUT NOTICE

- 9.1 **Academic Year:** means the period between and including the 1st September and 31st August.
- 9.2 **Semester:** means the period between and including the first and last days of the relevant school semester.
- 9.3 **Term:** means where applicable the period between and including:
- 9.3.1 1st September to 31st December (Autumn Term); or
- 9.3.2 1st January to 30th April (Spring Term); or
- 9.3.3 1st May to 31st August (Summer Term).
- 9.4 **Notice:** means (unless the contrary is stated in these terms and conditions) written notice given by:
- 9.4.1 both Parents; or
- 9.4.2 one of the Parents with the prior written consent of the other parent; and
- 9.4.3 any other person with Parental Responsibility

before 28th February addressed to and received by the Headmistress personally or the Bursar on the Headmistress's behalf. It is expected that the Parents will consult with the Headmistress before giving Notice to withdraw the Student.

- 9.5 **Written Notice:** means Notice given before 28th February and expiring at the end of the Academic Year. Written Notice must be given if:
- 9.5.1 the Parents wish to cancel the place after acceptance; or
 - 9.5.2 the Parents wish to withdraw the Student who has entered the School; or
 - 9.5.3 the Student will not return for the following year even if she has achieved the required grades.
- 9.6 **Fees in lieu of notice:** In circumstances where the Parents have not given Written Notice, Fees in lieu of notice means a sum equivalent to the annual Fees in full at the rate applicable for the next Academic Year following Withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. This represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- 9.7 **Cancellation:** Means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Student enters the School or where the Student does not enter the School. Please see clause 3.1 for details of when Entry to the School occurs.
- 9.8 **Cancellation rights:** If an Offer of Admission is made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process, the Parents may cancel this agreement at any time within 14 days of the date of the Enrolment Agreement. In such circumstances, the Acceptance Fee will be refunded together with any fees paid pro-rated if the School has provided any educational services under this agreement.
- 9.9 **Cancelling acceptance:** The Cancellation of the place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is fees for between one and five years. If Parents wish to cancel a place Written Notice must be given before 28th February of the year before the Student is due to Enter the School. If the Parents give Notice after 28th February Fees in lieu of Notice less the Refundable Deposit will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School.
- 9.10 **Withdrawal:** means the withdrawal of the Student from the School by the Parents or the Student with or without Notice required under these terms and conditions at any time after the Student has entered the School. Please note that a Student may only be withdrawn at the end of the Academic Year. Please see clause 3.1 for details of when Entry to the School occurs. See also clause 4.6, clause 9.11 and clause 9.12.
- 9.11 **Withdrawal by the Parents:** If the Student is withdrawn without Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 4.6, Fees in lieu of notice less the Refundable Deposit will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School.
- 9.12 **Withdrawal by the Student:** The Student's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents.
- 9.13 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Headmistress or with the Headmistress's authorised deputy before Notice of Withdrawal is given by the Parents.

- 9.14 **Change of boarding to day status:** The Parents must obtain the express permission of the Headmistress in writing if the Parents or the Student wishes to change from boarding to day status. At the discretion of the Headmistress, the School has the right to postpone or refuse a transfer request and the Headmistress will consider the best interests of the Student and the School in reaching the decision. Any such place is subject to the availability of places.
- 9.15 **Termination by the School:** The School may terminate this agreement on one Term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Student (if of sufficient maturity and understanding). The Refundable Deposit will be refunded without interest less any outstanding balance of 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 an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 10.2 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 10.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 10.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

11 GENERAL CONTRACTUAL MATTERS

- 11.1 **Data protection:** By signing the acceptance form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and, so far as they are able, on behalf of the Student consent to the processing by the School of personal information including:

11.1.1 financial information relating to the Parents;

11.1.2 sensitive personal information relating to the Parents and / or the Student;

as is deemed necessary for the legitimate purposes of the School. See also the School's *Data protection information notes* as set out in Schedule 1.

- 11.2 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and procedures, the disciplinary framework, and the length of School Semesters. In addition, there may be the need to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.

- 11.3 **Consumer protection:** 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 the Unfair Terms in Consumer Contracts Regulations 1999 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.
- 11.4 **Consultation:** It is not practicable to consult with the Parents and the Student over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and where possible given at least a Term's notice in writing of:
- 11.4.1 a change of ethos or culture; or
- 11.4.2 a change in any physical aspect of the School which would have a significant effect on the Student's education or pastoral care; or
- 11.4.3 a change of ownership of the School.
- 11.5 **Representations:** The School's prospectus and website describe the broad principles on which the School is operated and gives an indication of its history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. If the Parents wish to place specific reliance on a matter contained in the prospectus, website, or on a statement made by a member of staff or a Student they should seek written confirmation of that matter from the Headmistress.
- 11.6 **Third party rights:** Only the School and the Parents are parties to this contract. Neither the Student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 11.7 **Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.
- 11.8 **Jurisdiction:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Schedule 1 Data Protection Information Notes

- 1 The School holds information about you and your child including exam results, parent and guardian contact details, financial information and details of medical conditions. This information is kept electronically on the School's information management system or manually in indexed filing systems.
- 2 These notes refer to the **processing** of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.
- 3 The School processes information about you and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and / or the School processing financial information obtained from you or from third parties such as credit reference agencies.
- 4 The School may process different types of information about your child for the purposes set out above.

That information may include:

- 4.1 medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child;
 - 4.2 personal details such as home address, date of birth and next of kin;
 - 4.3 information concerning your child's performance at School, including discipline record, School reports and examination reports;
 - 4.4 financial information including information about the payment of fees at this School or any other school.
- 5 Where in the professional opinion of the Headmistress it is deemed necessary we may share information with certain third parties.
- 6 We may, in order to verify your identity and so that we can assess your application for the award of a bursary or for credit in contemplation of an agreement for the deferment of fees, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about you. Failure to supply information may result in a refusal of an award or credit.
- 7 See also the School's Data Protection and Privacy Policies.

Schedule 2 Summary of Clauses Containing Financial Consequences

Event	Clause
Offer of a place and deposit	3.3
Refund or waiver	4.5
Exclusion for non-payment	4.6
Late payment	4.7
Fees following expulsion	8.12
Fees following removal	8.14
Fees in lieu of notice	9.6
Cancellation rights	9.8
Cancelling acceptance	9.9

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