

STAMFORD

Terms and Conditions

SEPTEMBER 2025

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

Please read them carefully before you accept our offer of a place at the School for your child. If anything in these terms is unclear to you or you would like to have further explanation, then please do not hesitate to contact us..

If you require this information in a larger font, please contact us.



1 INTRODUCTION

1.1 **Terms and conditions:** These terms and conditions reflect the custom and practice of independent schools for many generations 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 the basis of a legally binding contract between the Parents and the School for the provision of 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 Stamford Endowed Schools.

1.2 **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 incustom and practice at the School.

1.3 **Fees and Notice:** The rules concerning Fees and Notice are of particular importance and are set out in Sections 4, 10, 11 and 12.

1.4 **Managing change:** The Stamford Endowed Schools, as any other school, are likely to undergo a number of changes during the time your child is a pupil here. Please see Section 14 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 the Stamford Endowed Schools Trustee Limited (a company limited by guarantee) acting in its capacity as trustee of the Stamford Endowed Schools (registered charity number 527618) as now or in the future constituted (and any successor). Where applicable, the School shall also mean one or more of:

2.1.1 Stamford School

2.1.2 Stamford Junior School

2.1.3 Stamford Nursery School

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 **Head:** means, unless otherwise stated, the Principal of Stamford Endowed Schools or the Head of Stamford Junior School.

2.4 **Parents or You:** means any person 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, 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.

2.5 **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive certain core information concerning the child's progress and attainment. The school will therefore disclose such information as a matter of routine unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).

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

2.7 **School Rules:** means the body of rules and policies of the School which set out our expectations concerning conduct and behaviour, as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School.

2.8 **Term:** means a term of the School as notified to parents from time to time.

2.9 **Term's Notice:** means written notice given not later than the first day of the term before the term to which the notice relates. For example, a term's notice is required to withdraw your child from the School, so this means that if wish to withdraw your child with effect from the end of the spring term then you must tell us in writing before the start of the spring term; if your child will not return in September at the start of an academic year, you must tell us before the start of the summer term before.

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 registration form has been completed and returned to Us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. Admission occurs when the Parents accept the offer of a place. Entry occurs on the date when the Pupil attends the School for the first time under these terms and conditions.

3.2 **Equality:** The School has a Christian 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 but 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 responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, We can cater adequately.

3.3 **Offer of a place and deposit:** A deposit (Acceptance Fee) as shown on the fees list for the relevant year will be payable when the Parents accept the offer of a place. The Acceptance Fee will be retained in the general funds of the School until the Pupil 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 Acceptance Fee.

3.4 **Additional Deposit:** For reasons of administration, the right is reserved to require payment by parents of an additional deposit (Additional Deposit), as shown on the fees list for the relevant year, in the case of a pupil whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the School until the Pupil 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.

3.5 **Immigration:** The School currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Head when returning a completed registration 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. 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 this School and 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 Tier 4 sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents.

In order to comply with our responsibilities as a licensed Student Sponsor for immigration purposes, we may need to provide information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor your child or not). Such information may include information about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated).

4 FEES

4.1 **Fees:** may include alone or in combination any of the Registration Fee, the Acceptance Fee, the Additional Deposit, tuition fees, boarding fees, fees for lunches, fees for extra tuition, examination fees, other extras such as house charges, clothing and equipment, photographs or other items ordered by the Parents or the Pupil or 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), or bank charges arising from default in Fees payment or late payment charges if incurred.

4.2 **Applicable taxes:** All of the fees and supplemental charges are exclusive of any taxes, which will be added where applicable.

4.3 **How Fees are charged:** The annual fees are divided into three equal parts and are charged separately on a termly basis, regardless of the length of any term or the number of days of the School year.

4.4 **Who is responsible for payment:** Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own. Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid then in order to recover the outstanding payments, the School can, in its discretion, choose to seek payment of the amount outstanding from either parent or both parents. The only exceptions to this are set out in Clause 4.5 immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the School, and do not extinguish either parent's liability for the fees and supplemental charges due under this contract.

4.5 **Payment of Fees:** Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the School Term to which they relate. If an item on the Fees Invoice is under query, the balance of that Fees 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.

4.6 **Payment of Fees by a third party:** An agreement with a third party 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. The School reserves the right to refuse a payment from a third party.

4.7 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction, Fees will not be refunded, reduced or waived if:

4.7.1 the Pupil is absent through illness; or

4.7.2 a Term is shortened or a vacation extended; or

4.7.3 your child being required to study from home as a result of us providing educational services remotely for whatever reason; or

4.7.4 the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or

4.7.5 the School is temporarily closed due to adverse weather conditions or other Force Majeure events (see Section 13); 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 Section 13 for information about events beyond the control of the parties.

4.8 **Exclusion for non-payment:** The School reserves the right to exclude the Pupil if Fees are overdue for payment or if the Parents fail to provide information reasonably requested by the School about the identity of the payer of any Fees or the source of the funds. If the Pupil is excluded for a period of 28 days, they will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with Section 11. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors'

Review will not normally arise. The School may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.

4.9 **Late payment:** If you do not make full payment to the School by the due date for payment we may charge interest to you on the overdue amount at the rate of 2 per cent a year above the base rate from time to time of the School's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgement against you. You must pay the School this interest together with the overdue amount. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs, i.e. costs that would be allowable by the courts if judgement was made in the School's favour).

4.10 **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 4.8.

4.11 **Appropriation:** Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. For example, the School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School; or the School shall be entitled to allocate a payment made in respect of a Supplementary Charge (such as a trip) to unpaid fees.

4.12 **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.

4.13 **Fees in Advance Scheme:** 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.

4.14 **Scholarships and bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on 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 will be notified to the Parents at the time of offer. An award may be withdrawn if, in the opinion of the Head, your child's progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.

4.15 **Fees increases:** Fees are usually reviewed annually 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 Pupil within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Fee and Additional Deposit, if paid, will be refunded 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 Fees of this School are unpaid.

4.17 Identity of Fees payer: From time to time the School may need to ask you to provide us with information that we consider to be satisfactory so that we can verify:

4.17.1 Your identity and/or place of residence

4.17.2 Your child's identity

4.17.3 That you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority

4.17.4 Your child's right to enter, live and study in the United Kingdon; and

4.17.5 The legitimate source of funds you are using to pay the fees.

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

5. THE PARENTS' OBLIGATIONS

5.1 In order to fulfil our obligations under this contract and to maintain a constructive relationship with You. We need your co-operation, including in particular by fulfilling your own obligations under this contract.

5.2 You must co-operate with the School and School staff in good faith, including by:

5.2.1 Maintaining a constructive relationship with School staff, acting reasonably and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate;

5.2.2 Encouraging your child in their studies, and giving appropriate support at home, and ensuring your child attends school;

5.2.3 Keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges, as well as any changes to their immigration status, and information relating to your child's health or special education needs or medical conditions);

5.2.4 Ensuring that all details or other information notified or otherwise disclosed to the School about You and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;

5.2.5 Providing co-operation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and

5.2.6 Attending meetings and keeping in touch with the School where your child's interests so require.

5.3 **Court Orders:** You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.

5.4 **Responsible Adult:** We require you to nominate a 'responsible adult' for us to contact in your absence. If your child's visa is sponsored by the School as a Child Student this is a requirement of their visa.

5.5 We are entitled to expect that parents have consulted with each other regarding decisions relating to their child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that the School is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, you (and each of you) accept that the School is entitled to treat:

5.5.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

5.5.2 any communication from the School to one of you as having been given to both of you.

5.6 **Vexatious complaints:** The School takes complaints very seriously, and the Complaints Policy sets out how the School will respond to complaints from Parents. However, where Parents make repeated attempts to raise the same complaint, or complaints are made with the intent to damage the School, its Staff, Governors and/or other Pupils, the School may consider such complaints vexatious. The School reserves the right to require the removal of a Pupil if vexatious complaints are made, and an agreeable resolution cannot be reached between the School and the Parents.

6 EDUCATIONAL MATTERS

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

6.2 **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. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable. 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.

6.3 **Your child's progress at School:** We will monitor your child's progress at the School and produce regular written reports. We will advise you if we have any serious concern about your child's progress but we do not undertake to identify dyslexia, ADHD, or other conditions. A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments.

6.4 **Sex education:** The Pupil will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.

6.5 **Public examinations:** The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of their professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and / or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from their teachers.

6.6 **Examination services:** The Head may, after consultation with the Parents and if appropriate the Pupil, decline to apply for access arrangements or post-examination services if, in their professional judgement, it is considered not to be in the best interests of the Pupil or the examination cohort to do so.

6.7 **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.

6.8 **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". We will advise you if we have any serious concern about your child's progress but we do not undertake to diagnose dyslexia, ADHD, or other conditions. A formal assessment can be arranged either by you or by the School at your expense.

6.9 **Information about learning difficulties:** The Parents shall notify the Head when completing the School's Confidential Information Form and subsequently in writing if at any time they are aware or suspect that the Pupil has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Pupil's place will be cancelled, or, once the Pupil has started, Parents will be asked to withdraw the Pupil, without further charge, if in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.

6.10 **Moving up the School:** It is assumed that if the Pupil satisfies the relevant criteria at the time they will progress through the School and will ultimately complete Year 13. However, in some cases the Head may decide that it is not in the Pupil's best interests to progress to the next Key Stage at the School and the Pupil may be refused a place at the next stage of the School (for example; Junior School into Senior School or Year 11 into Sixth Form). The Parents will be consulted before the end of the Spring Term if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. The Parents must give a Term's Notice in writing (i.e. before the start of the Summer Term) in accordance with the provisions about Notice in Section 10 below if they do not intend the Pupil to proceed to the next stage of the School, or a Term's Fees in lieu of Notice will be payable.

6.11 **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 or public website.

6.12 **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.

6.13 **Consent for educational visits:** A variety of educational visits will be provided for the Pupil. Parents will be provided with relevant information in advance of educational visits. By signing the acceptance form or agreeing to be bound by these terms and conditions the Parents consent to the Pupil taking part in all educational visits, unless Parents notify the School in writing that they do not wish the Pupil to take part in a specific educational visit. These include:

6.13.1 off-site activities involving Pupils aged 5 or under; or

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

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

6.13.4 adventure activities which may take place at any time; or

6.13.5 visits that cost less than £50.

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

6.14 **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 clauses 6.13.1 to 6.13.4 above. The cost of such a visit or any visit with a cost in excess of that stated in clause 6.13.5 will be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil'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 Pupil from taking part in an educational visit while overdue Fees remain unpaid.

7 PASTORAL CARE

7.1 **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. We will respect the Pupil'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.

7.2 **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. A copy of the School's complaints procedure can be supplied on request.

7.3 **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 their 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.

7.4 **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 safeguard and promote the Pupil's welfare. Please see Section 8.

7.5 **Ethos:** The ethos of the School is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and the Parents and We expect the same of the Pupil and the Parents in relation to the School or its staff.

7.6 **Physical contact:** The Parents consent to such physical contact with the Pupil:

7.6.1 as may accord with good practice; or

7.6.2 as may be appropriate and proper for teaching and instruction; or

7.6.3 for providing comfort to the Pupil in distress; or

7.6.4 to maintain safety and good order; or

7.6.5 in connection with the Pupil's health and welfare.

Unless you notify us to the contrary in writing you child will participate 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.

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

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

7.7.2 any history of a learning difficulty on the part of the Pupil or any member of their immediate family;

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

7.7.4 any family circumstances, court proceedings or court order which might affect the Pupil's welfare or happiness;

7.7.5 any concerns about the Pupil's safety;

7.7.6 any significant change in the financial circumstances of the Parents.

7.8 **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.

7.9 The School reserves the right to monitor the Pupil's use of email, the internet and mobile electronic devices. See also the School's policy on acceptable use of IT. 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 notify the Head in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Head may exclude the Parents from School premises if, acting in a proper manner, they consider such exclusion to be in the best interests of the Pupil or any other member of the School community.

7.10 **Leaving School premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but does not accept responsibility for the Pupil if they leave School premises in breach of School rules or regulations. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours.

7.11 **Residence during Term time:** The Pupil, except when boarding, is required during Term time and at weekends, half term, and school holidays, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. Short-term boarding, charged as an extra, can be provided during Term time for the Pupil where accommodation arrangements have broken down. The Parents must immediately notify the Head in writing if the Pupil will be residing during Term time under the care of someone other than the Parents or their education guardian.

7.12 **Communications from the 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 unless there is clear evidence of a contrary view. This requirement does not apply to the acceptance of a place, application for bursary support, giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the School. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in Clause 2.4

7.13 **Absence of the Parents:** The Parents must inform the Head 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.

7.14 **Education guardians:** The Parents if resident outside the United Kingdom must before Entry appoint an education guardian, acceptable to the School, for the Pupil 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 Pupil when they are 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.

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

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

7.15.2 press, media and advertising purposes; or

7.15.3 educational purposes as part of the curriculum or extra-curricular activities. Please see the Pupil Privacy Notice for more information about how the School uses photographs and videos of pupils. The School may seek specific consent from the Parents before using a photograph or video recording of the Pupil where the School considers that the use is more privacy intrusive. After the Pupil achieves their thirteenth birthday, we may seek the Pupil's specific prior consent in addition to or instead of the Parents' consent.

7.16 **Request for confidentiality:** The Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us to not use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the Head in writing, requesting an acknowledgement of their letter.

7.17 **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.

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

7.19 **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

7.20 **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 Pupil or the Parents or for loss or damage to property.

8 HEALTH AND MEDICAL MATTERS

8.1 Medical Declaration: It is a condition of the Pupil joining the School that Parents complete and submit to the School a medical declaration form concerning the Pupil's health. The parents must inform the Head in writing if the Pupil: develops any health or medical condition, special educational need(s), disability or allergy whether underlying, long-term, or short-term, including any infections; suffers an injury that may affect his ability to participate in school activities (academic or co-curricular); is unable to take part in games or sporting activities, or has contact with any infectious or contagious disease. Parents must also provide the School, whether upon request by the School or otherwise, any reports or materials relevant to any of the same and cooperate with the School in relation to such reports and materials. If the Parents withhold from the School or otherwise misrepresent information of this nature please be aware that this may result in the School exercising its right to end this contract under Clause 12.1.2

8.2 **Medical Care:** If a boarder, the Pupil must be registered on the list of the School Doctor while a pupil at the School. The Parents must comply with the School Medical Officer's recommendations which may include a reasonable decision to release the Pupil home or to their education guardian when they are unwell.

8.3 **Medical Examination:** A new boarder registered with the School Doctor may have a medical examination with the School Doctor or another doctor appointed by him/her, usually during the first term at the School. Arrangements can be made on request for a parent to be present, but this is subject to the Pupil's consent if the Pupil is sufficient maturity and understanding (usually at 12 years old).

8.4 **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 in the 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 the protection of other members of the School community.

8.5 **Medical Information:** Throughout the Pupil's time at the School, the School Doctor shall have the right to disclose confidential information about the Pupil, if 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.

8.6 **Emergency medical treatment:** If your child requires urgent medical attention while under the School's care we will:

8.6.1 Take action (for example, by contacting emergency services)

8.6.2 Try to contact you and, if we cannot contact you, try to contact any other named emergency contact or responsible adult;

8.6.3 share information that we hold about your child with any emergency services or treating professional (for example, by notifying them about any allergies which your child has).

8.7 Circumstances where we may require you to keep your child away from School. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

9 BEHAVIOUR AND DISCIPLINE

9.1 **Compliance with the School Rules:** It is a condition of remaining at the School that you and your child comply with the School Rules.

9.2 **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 Pupil 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 about the wearing of uniform and general appearance.

9.3 **School discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's Promoting Good Behaviour 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, representing the School or wearing School uniform, travelling to or from School, on School-organised trips or associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.

9.4 **Investigative action:** An allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned and their accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's rights and freedoms. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, unless the School is prevented from doing so by the police if they are involved.

9.5 **Disciplinary meeting:** If an investigation concludes that Expulsion, Required Removal or Withdrawal may be an appropriate sanction a disciplinary meeting will be held in accordance with the School's Exclusion & Removal Policy. Parents will be provided with a copy of the policy in force at the time and will be invited to attend the disciplinary meeting.

9.6 **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 pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

9.7 **Drugs and alcohol:** The School may undertake drug and alcohol testing of pupils in accordance with its drug and alcohol policy. The drug and alcohol policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of pupils.

9.8 **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, Expulsion, or Gating, or Requested Removal, Being Sent Home or Suspension.

9.9 **Definitions of sanctions:** The definitions in this clause apply in these terms and conditions.

- Expulsion: means that the Pupil is required to leave the School permanently in circumstances described in clause 9.10.
- Gating: means that the Pupil is confined to the School premises for a limited period of time but without further disciplinary consequences.
- Required Removal: means that the permanent removal of the Pupil from the School is required in circumstances described in clause 9.12.
- Being Sent Home: means the release of the Pupil to their home or to an education guardian for a specified period of time but without further disciplinary consequences.
- Suspension: means that the Pupil is sent or released home for a limited period as either a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.

9.10 **Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The decision to expel may be subject to a Governors' Review if requested by the Parents in accordance with the School's Expulsion & Removal Policy. See clause 9.15 and clause 9.16.

9.11 **Fees following Expulsion:** If the Pupil is expelled, any refund of fees and/or deposit will be made in accordance with the School's Expulsion and Removal Policy.

9.12 **Removal in other circumstances:** Instead of exclusion or suspension the Parents may be required to remove the Pupil permanently from the School or from boarding if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that:

9.12.1 the Pupil has committed a breach or breaches of School rules or discipline for which removal is the appropriate sanction; or

9.12.2 by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the School; or

9.12.3 the Pupil's attendance and/or progress at the School is unsatisfactory and/or in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of the child and/or other children; or

9.12.4 the School is unable to meet your child's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child; or

9.12.5 your behaviour or conduct (or the behaviour or conduct of one of you) is unreasonable, and/or adversely affects (or is likely to affect) your child's progress and/or other children's progress at the School, and/or the wellbeing of School staff, and/or brings the School into disrepute (among the School community or the general public), and/or is not in accordance with your obligations under this contract; then in these circumstances, and at the sole discretion of the Head, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Required Removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the Parents as well as those of the School. The Head's decision to require the Removal of the Pupil may be subject to a Governors' Review if requested by the Parents in accordance with the School's Expulsion and Removal Policy; the Parents will be given a copy of the policy current at the time. The Pupil shall be suspended from the School pending the outcome of the Review.

9.13 **Fees following Required Removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 9.12, the provisions relating to Fees shall be as set out in clause 9.11 save that the Acceptance Fee and the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.

9.14 **Leaving status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Required Removal or Withdrawal.

9.15 The Head may in their discretion require you to remove your child from boarding and move them to a day place if the Head considers that:

9.15.1 This is in the best interests of your child and/or other children and/or the School; and/or

9.15.2 The School is unable to meet your child's needs within the boarding setting (including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child within the boarding setting); and/or

9.15.3 Your child's conduct or behaviour (including conduct or behaviour outside of School) is unsatisafcatory such that removing the child from boarding to a day place is considered appropriate.

You will be charged the fees for your child's day place at the School with effect from the day your child is removed from boarding.

9.16 **Governors' Review:** The Parents may request a review by Governors (Governors' Review) of a decision to expel or require the Removal of the Pupil from the School or from boarding (but not a decision to suspend the Pupil unless the suspension is for 11 School days or more, or would prevent the Pupil taking a public examination). The Head will advise the Parents of the Governors' Review procedure current at that time when he/she informs the Parents of their decision.

9.17 **Pupil's status pending Review:** If the Parents request a Governors' Review, the Pupil will be suspended from School until the review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head.

9.18 **Complaints procedure:** A complaint as described in clause 7.2 above which does not involve an Expulsion or Removal of the Pupil must be made in accordance with the School's complaints procedure, copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

10 WITHDRAWING YOUR ACCEPTANCE OF A PLACE BEFORE YOUR CHILD JOINS THE SCHOOL

10.1 Notice to withdraw your acceptance of a place before your child joins the School. If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice. This means that if, for example, your child is due to start at the School in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding summer term (ie, the final term of the previous academic year) or pay the fees in lieu referred to above.

10.2 If we receive a term's notice. If you provide a term's notice, no further fees will be payable but you will not receive a refund of the deposit (the only exception to this if you are entitled to a refund of the deposit under Clause 4.6 above).

10.3 If we do not receive that period of notice. If you do not provide us with a term's notice (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the School upon demand as a debt. The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 4.6 above) to the payment of the term's fees you will owe us.

11 NOTICE ARRANGEMENTS

11.1 Notice to withdraw your child from the School. If you wish to withdraw your child from the School (other than at the normal leaving date which is at the end of Year 13, you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice, at the rate that would have been charged for the final term of provision if a term's notice had been given. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 4.6 above) to the payment of any such fees in lieu of notice. This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (ie, at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (ie, the final term of the preceding academic year) or pay the fees in lieu of notice referred to above.

11.2 **Prior Consultation:** It is expected that the Parents will consult personally with the Head before Notice of Withdrawal is given by the Parents.

11.3 Notice to change your child's place at the School. If you wish to change your child's place at the School from a boarding to a day place or from a full to a flexi boarding place you must either give a term's notice or pay to the School the difference between the full boarding and the day or flexi boarding fees in lieu of notice, at such rate as would have been charged for the final term of boarding if a term's notice had been given. All other boarding-related changes, for example changing your child's place from a day place to a boarding place (either temporarily or full time), require the School's prior written consent.

11.4 When the relevant amount in lieu of notice must be paid. In cases under Clause 11.1 or Clause 11.3 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.

11.5 Notice to withdraw your child from participating in an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you must either give a term's notice to that effect or pay to the School as a debt a term's charges for the activity in which your child has ceased to participate.

11.6 Withdrawal part-way through a term does not reduce the amount you owe to the School. It is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

12 ENDING THIS CONTRACT

12.1 Our rights to end the contract. In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 9, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

12.1.1 you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;

12.1.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);

12.1.3 you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;

12.1.4 you fail or refuse to provide us with information we consider to be satisfactory as to your identity/residence, your child's identity, your child's right to enter, live and study in the United Kingdom, or the source of funds you are using to pay the fees, as required under Clause 4.16. Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided. For example, your child may not be permitted to attend school unless and until they have a valid visa;

12.1.5 you (or either of you):

a. are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;

b. repeatedly or persistently fail to pay the fees on time;

c. are otherwise unable to pay your debts as they fall due;

d. are the subject of a bankruptcy petition or order; or

e. you enter into an individual voluntary arrangement; or

12.1.6 you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

12.2 Your rights to end the contract. You may end this contract at any time by notice in writing to the School if:

12.2.1 you have a legal right to end the contract because of something we have done wrong; or

12.2.2 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

12.3 When this contract will end if not terminated early. For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling at the end of Year 13. This may be at the end of Year 11 if your child does not meet any requirements imposed by the School for entry to the Sixth Form.

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

13 EVENTS BEYOND THE CONTROL OF THE PARTIES

13.1 What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including, by way of example, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 13 we shall refer to such events outside of our/your control as an "event".

13.2 What happens if we are affected by an event outside of our control. If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

13.3 Events lasting more than 6 months. If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

13.4 What happens if your child is affected by an event outside of your control. Subject to Clause 4.6 (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:

13.4.1 in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

13.4.2 in circumstances where, following the efforts made and steps taken under sub- clause 13.4.1, your child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and

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

14 GENERAL CONTRACTUAL MATTERS

14.1 **Data protection:** The School has Parent and Pupil Privacy Notices which explains how the School will use Parent and Pupil personal data. This privacy notice will be provided with the letter of offer. The privacy notices will also be published on the School's website. The Parents must read these privacy notices in full before signing the acceptance form. If the Pupil is going to enter Year 9 or above the Parents must show the Pupil a copy of the Pupil Privacy Notice and discuss it with him/her before accepting the offer of a place.

14.2 **Biometric information:** The School seeks 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 one of the Parents wishes to withdraw consent to the processing of the Pupil's biometric information, they shall make the other Parent and the Pupil aware of this and shall notify the School in writing immediately, requesting an acknowledgement of their letter.

14.3 **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 Terms. 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.

14.4 **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.

14.5 **Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of:

14.5.1 a change of ethos or culture; or

14.5.2 a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or

14.5.3 a change of ownership of the School.

14.6 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 prospectus/annual information/website/promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the School.

14.7 Reserving the right to change these Terms & Conditions: We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.

14.8 **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.

14.9 **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.

14.10 **Jurisdiction:** This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

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

The Stamford Endowed Schools Trustee Limited:
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