



Durham
Cathedral
Schools
Foundation

Terms & Conditions

DURHAM SCHOOL Terms and Conditions

1. Definitions and Interpretation

(a) In these terms and conditions:

"Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"Admissions Policy" means the School's policy relating to admissions, which is available on the Website at <https://www.dcsf.org.uk/about-dcsf/policies/> and as may be amended from time to time;

"Admission Requirements" means the admission requirements set out in the Admissions Policy for full review by the parents;

"Behaviour Policy" means the School's behaviour policy, which is available on the Website at <https://www.dcsf.org.uk/about-dcsf/policies/> and as may be amended from time to time;

"Business Day" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

"child" means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

"Complaints Procedure" is the School's procedure for dealing with complaints, which is set out in the Complaints Procedure (Parents) Policy which is available on the Website at <https://www.dcsf.org.uk/about-dcsf/policies/> as may be amended from time to time;

"Contract" has the meaning given to it in Clause 2(k);

"deposit" means the sum set out in the fee information which must be paid in advance of the child first attending the School;

"fees" means the fees set out in the fee information as amended from time to time;

"Force Majeure Event" has the meaning given to it in Clause 9(a);

"Governing Body or Governors" means the governors of the School who are appointed from time to time under the terms of the School's governing instrument and who hold responsibility for governance of the School;

"Head" means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"Privacy Notice" means the School's privacy notice as set out on the Website at <https://www.dcsf.org.uk/terms/>;

"Fee Information" means the fees for each term as set out on the Website at <https://www.dcsf.org.uk/admissions/fees/>;

"School Rules" means the rules of the School, a copy of the current version of which will be provided to children upon arrival to the School as part of their joining pack. The [School Rules](#) may be amended from time to time for legal, safety or administrative reasons, or in order to assist the proper administration of the School. The current School Rules will be made available to parents and pupils by the School.

"supplemental charges" means any amounts payable to the School in addition to the fees in accordance with these terms and conditions;

"term" means a term of the School, the dates of which shall be notified to parents from time to time in accordance with Clause 7(l). Unless the School specifies otherwise, there shall be three separate terms categorised as follows:

- (i) autumn term: from early September to mid-December;
- (ii) spring term: from early January to Easter; and
- (iii) summer term: from Easter to July;

"a term's notice" means written notice given in accordance with Clause 4 by the parent and which must be:

- (i) a full term (meaning a full autumn term, spring term or summer term, as the case may be, as opposed to any period spanning more than one term but equal in length to a term); and
- (ii) given not later than the first day of the term prior to which the event which is the subject of the notice relates.

By way of example, if a parent wished to withdraw their child from the School and give notice of such withdrawal in the middle of the autumn term, the notice period would expire at the end of the spring term (the first day of the term prior to which withdrawal will take effect being the first day of the spring term and the spring term constituting the full term).

"we" or the "School" means Durham Cathedral Schools Foundation (company number 02776914) of Quarryheads Lane, Durham DH1 4SZ or its duly authorised representative, as the context requires;

"Website" means our website at <https://www.dcsf.org.uk>;

"you" or the "parent(s)" means each person who has signed the Acceptance Form as parent or guardian of a child or who with the School's written consent has subsequently assumed parental responsibility for such child.

(b) Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

- (c) Unless the context otherwise requires, words in the present, future or past tense shall be interchangeable.
- (d) Unless the context otherwise requires, a reference to one gender shall include reference to the other genders.
- (e) Unless expressly provided otherwise, the parents shall be jointly and severally liable for all their obligations under these terms and conditions.
- (f) Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

2. Admission, Acceptance and Deposit

- (a) All admissions to the School will be subject to the availability of a place at the School for your child, and the child and parents satisfying the Admission Requirements at the relevant time.
- (b) The School will make available information about its admissions process and criteria and, where relevant, fees, deposits, financial assistance and notice requirements. Admissions arrangements will be operated in accordance with the Admissions Policy and applicable sector codes and legal requirements. Changes to admissions policies and procedures will be communicated sufficiently in advance where reasonably practicable.
- (c) To determine the year group a child will be placed in upon entry to the School, the School will calculate the age of the child in accordance with UK custom and consider the child's social and academic requirements. The School will act in consultation with the parents to determine the most appropriate year group for each child.
- (d) To take up the offer of a place for your child at the School, you must do both of the following:
 - (i) complete, sign and return the Acceptance Form and
 - (ii) paying the deposit.
- (e) Upon fulfilment of the requirements set out in Clause 2(d), we will normally (and subject to the meeting of Admission Requirements) confirm receipt of the deposit and return a copy of the countersigned acceptance form, at which time the School accepts the obligation to provide an appropriate place.
- (f) Different deposit sums are required for different categories of child such as day, boarding and international pupils.
- (g) If your child does not take up a place at the School, the School may retain the deposit to the extent that it reasonably reflects the loss and administrative costs suffered as a result of the place not being taken up. The School will consider whether it is fair to retain all or part of the deposit in the particular circumstances, including whether the specific place has been filled and the extent of any financial loss suffered by the School.
- (h) If your child does take up a place at the School, the deposit will be held by the School. When your child has left the School we will (save in the circumstances set out in Clause 2(i) and subject to our right of set-off pursuant to Clause 3(i)) return the deposit to you within a reasonable period of time. Alternatively, you may write to the Finance Office if you wish your deposit to be retained to support the awarding of bursaries through the r through the School.
- (i) The deposit will not be returned in the event that your child is expelled or required to be removed from the School.
- (j) Once a place has been formally accepted, you become liable to pay the first term's fees unless a full term's notice of the withdrawal of your child is given in writing in accordance with Clause 4. Parents accept the obligation to pay the first term's fees in full unless written notice of withdrawal of the child is given a full term in advance of the child's due starting date.
- (k) The Acceptance Form, the fee information, the School Rules, the Behaviour Policy and these terms and conditions constitute the terms of a contract between you and the School ("the Contract").
- (l) It is not intended that the terms of the Contract shall be enforceable by your child or by any other third party.
- (:) Any indulgence, relaxation or non-enforcement by the School of its rights under this Contract shall not act as a waiver of and shall be without prejudice to those rights.

3. School Fees

- (a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by the School. Any charge levied for meals in accordance with the fee information shall be included in the definition of fees .
- (b) Any extra-curricular activities such as private music lessons, trips and visits in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.
- (c) Each person who has signed the Acceptance Form is jointly and severally liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them. Where there is an agreement between the parents and another third party (for example, a grandparent) to pay the fees or any other sum due to the School, it will not release the parents from liability if the third-party defaults. The School reserves the right to refuse payment from a third party.

- (d) If your child has been awarded a scholarship or bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn after due warning if, in the opinion of the Head, your child's attendance, progress, academic effort, relevant contribution or behaviour no longer merits the continuation of the award, but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.
- (e) Where a bursary has been awarded this will automatically be adjusted if a scholarship is subsequently awarded.
- (f) Each invoice must be paid either in full before the first day of term or, if fees are paid by direct debit, in monthly instalments (each instalment being due on the first Business Day of each month) with supplemental charges being collected at the start of each term. All new joiners must have their fees paid via direct debit, either monthly, termly (with the full termly invoice amount being paid before the first day of term) or annually (with the full annual amount being paid before the first day of the academic year).
- (g) We reserve the right to refuse to allow your child to attend the School, sit public examinations or to withhold any references while fees or supplemental charges remain unpaid.
- (h) If parents or a third party responsible for paying the fees do not make payment of fees or supplemental charges due to us, whether in whole or in part, by the due date, we may charge interest to you on the overdue amount at the rate of 8% per annum. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after a court judgment.
- (i) The School reserves the right to off-set any payment received from the parents in relation to fees and/or supplemental charges against the earliest outstanding balance on the child's account. The School may also set off any payment made in relation to one child's fees and/or supplemental charges against the unpaid fees and/or supplemental charges of another child of the same parents.
- (j) The School may recharge to you costs associated with the follow up of unpaid fees and/or supplemental charges. These costs may include, but are not limited to, letters, postage, time spent by the School's finance team, external costs of debt collection organisations and legal costs.
- (k) Subject to applicable data protection law and notwithstanding the School's privacy policy, you authorise us to inform any school or educational establishment to which you propose to send your child of any outstanding or unpaid fees and/or supplemental charges due under this Contract. Where your child applies to join the School from another school, the School reserves the right to establish from the previous school whether fees and other financial obligations have been paid or otherwise satisfactorily addressed.
- (l) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. Fees are only increased if the figures within the fee information are increased, and any deduction in the provision of education shall not be classed as a fee increase in any way whatsoever, regardless of whether the fees are lowered so as to take account of such a deduction in the provision of education. Fees for the next academic year are normally set by the Governors during the summer term. The School will give you notice of any such increase not later than the final day of the summer term. The Governors reserve the right to increase fees at other times during the school year and in any such instance will give you notice of the increase not later than the last day of the preceding term. If we give you notice of an increase in fees which exceeds 6%, you will be entitled to withdraw your child from the start of the following term without being required to comply with Clause 4(b), provided that you give notice of the withdrawal within 21 days from the date when notice of the increase in fees is given.
- (m) Fees and any prepaid supplemental charges will not be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.
- (n) Fees will not be refunded or waived if your child is absent from the School due to illness, injury, a term is shortened, a holiday is extended, your child is released home before or after public examinations or in any case before the normal end of a term, the School is temporarily closed due to adverse weather conditions, or a Force Majeure Event.
- (o) Upon expulsion of a child, the parents must settle any outstanding fees and supplemental charges within 10 Business Days of the date of such expulsion.

4. Notice Requirements

- (a) If you wish to:
 - (i) withdraw your child from the School at any time before the last day of the summer term of the School year in which such child is in Year 13. For the avoidance of doubt, this includes (but is not limited to) where you wish to withdraw your child from the School at the end of Year 11 where your child is eligible to progress to the School's Sixth Form; or
 - (ii) withdraw your child from the School before the child actually starts at the School; or
 - (iii) withdraw your child from an activity which is subject to supplemental charges; or
 - (iv) change your child's place at the School from a boarding to a day place or from a full to a weekly boarding place, you must comply with Clause 4(b).
- (b) In any of the circumstances set out in Clause 4(a), you must either:

- (i) give a term's notice, in writing to the Head, to that effect; or
- (ii) pay to the School:
 - a. (in the circumstances set out in Clause 4(a)(i) or Clause 4(a)(ii)) a term's fees or,
 - b. (in the circumstances set out in Clause 4(a)(iii)) a term's charges for the activity that your child has ceased to participate in; or
 - c. (in the circumstances set out in Clause 4(a)(iv)) the difference between the full boarding or weekly boarding and the day or weekly boarding fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.
- (c) In cases where notice is not given pursuant to Clause 4(b)(i), the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision to the child if a term's notice had been given.
- (d) You agree that, in line with the definition of "a term's notice", if notice to withdraw your child from the School is provided after the first day of a term, fees will be payable for both that same term and the term which immediately follows.
- (e) For the avoidance of doubt, where a child is eligible to progress to the Sixth Form but the parents choose for the child to withdraw at the end of Year 11, Clause 4(b) shall apply. A parent-led departure at the end of Year 11, or at any other earlier stage before the end of Year 13, is a withdrawal for the purposes of this Clause.
- (f) You acknowledge that the School's affairs are organised on a termly basis and hereby agree that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child ceasing to participate in an activity part-way through a term.
- (g) A notice withdrawing a child from the School must be signed or otherwise expressly confirmed by each parent who has signed the Acceptance Form, unless the School agrees otherwise in writing.
- (h) Parents are strongly advised to obtain written acknowledgement of receipt of any notice of withdrawal.
- (i) Any notice that is given to a party under or in connection with this Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to:
 - (i) the home address provided by the parents or
 - (ii) the School's address marked for the attention of the Head (as applicable).

Notice given to the School by a parent by email is also accepted where it is sent to either juniorhead@dcscf.org.uk or principal@dcscf.org.uk.
- (j) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of delivery receipt;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after the day of posting; and
 - (iii) if sent by email, when acknowledged by the School.
- (k) You undertake to promptly notify the School of any change of address of any person who has signed the Acceptance Form.

5. School Rules

- (a) It is a condition of remaining at the School that your child complies with the School Rules. In particular, you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time. In summary, parents should note the following: children are expected to attend Chapel services; the School has strict uniform codes for boys and girls; hair styles are expected to conform to standards laid down by the Head from time to time; participation in sports activities is a requirement; children selected to play in Saturday sports fixtures are required to play subject to reasonable notice being given by the School.
- (b) To ensure compliance with the School Rules on illegal drugs, the Head may require your child to submit to testing for drugs organised by and held on School premises, in accordance with standard NHS drugs testing procedures. Any refusal to allow this test to be carried out will be deemed to be a fundamental breach of the Contract and the School reserves the right to immediately withdraw the child's place at the School in such circumstances.
- (c) The School reserves the right to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules and the School-pupil ICT User Agreement while using the School's equipment or while using personal equipment on the School site.

6. Disciplinary Procedures

- (a) The Head may in their discretion require you to remove or may suspend or expel your child from the School if they consider that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.

- (b) The Head may in their discretion require you to remove or may suspend or expel your child if the behaviour of you or either of you is in the opinion of the Head unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff, or brings or is likely to bring the School into disrepute.
- (c) In the event that the Head exercises their right under Clauses 6(a) or 6(b) above, you will not be entitled to any refund or remission of fees or supplemental charges paid or due and the deposit will be forfeited. However, in such circumstances, fees in lieu of a term's notice will not be payable.
- (d) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the child's record at the School may be considered.
- (e) Where there has been any incident or claim made regarding a child's misconduct, the School will carry out an appropriate investigation which will include, but is not limited to, questioning the child and other children involved and searching the child's accommodation or belongings. The School will take reasonable care to ensure that the child's human rights and freedoms are protected in any such event and will inform the parents as soon as practicable if it is believed formal disciplinary action will be taken against the child.
- (f) The review of serious disciplinary matters is governed by the Complaints Procedure, which includes a right of appeal.

7. The School's Obligations

- (a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of being admitted to the School (pursuant to Clause 2) until the end of Year 13, unless the Contract ends earlier in accordance with its terms.
- (b) The School is not obliged to permit your child to progress from one year group to the next, including from Year 11 into the Sixth Form, unless it is satisfied that it is appropriate to do so having regard to the child's academic attainment, conduct, suitability for the proposed programme of study, behaviour, attendance and all other relevant circumstances, together with any published or notified Sixth Form entry or subject requirements. The School may make a decision about progression into the Sixth Form and/or the study of particular subjects after GCSE or equivalent examination results are known.
- (c) Where the School determines pursuant to Clause 7(b) that the child is not permitted to progress into the Sixth Form, the Contract shall end at the end of Year 11 without the parents being required to comply with Clause 4(b).
- (d) Where the child is eligible to progress into Sixth Form but the parents choose to withdraw the child before entering the Sixth Form, Clause 4 applies.
- (e) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. However, this obligation may be affected by a Force Majeure Event and, if this so occurs and we are unable to fulfil this obligation, we will not be in breach of the Contract. If a Force Majeure Event occurs, we may be required to temporarily provide children with remote learning resources to be accessed from home, rather than any face-to-face teaching contact in the School and with limited, if any, access to supplemental activities. Such measures will only be undertaken if we consider this is strictly necessary and, if this is so required, we will not be in breach of the Contract.
- (f) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under the Contract; encouraging your child in his or her studies, and giving appropriate support at home; promptly keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; attending meetings with the School and otherwise keeping in touch with the School where your child's interests so require; and ensuring that your child's social life does not adversely impact on his or her ability to meet the School's requirements in relation to academic work and/or other School activities or commitments.
- (g) We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury. Additionally, parents give their consent to physical contact with children:
 - (i) as is in accordance with good practice;
 - (ii) as is appropriate and proper for teaching and instruction;
 - (iii) to provide appropriate comfort to a child who is in distress;
 - (iv) to maintain good safety and order; or
 - (v) is in connection with the child's health and welfare.
- (h) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor. Any such decision would be made by one of the Sanatorium staff or by a senior member of staff including a housemaster or housemistress.

- (i) Although our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing, the prospectus does not form part of the Contract. We reserve the right to make changes to any aspects of the School, including the curriculum, at any time. We will give parents notice of one term of significant changes in the curriculum and where practicable will consult with parents on such changes. However, our obligation to provide notice of significant changes in the curriculum may not be possible due to a Force Majeure Event and, if this so occurs, we will not be in breach of Contract.
- (j) We shall monitor your child's progress at the School and produce regular written reports to you. We shall advise you if we have any concern about your child's progress, but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.
- (k) Religious observance at the School shall be conducted in accordance with the School Rules. All children are expected to attend services held in the School Chapel or elsewhere under the School's auspices.
- (l) The School will publish term dates well in advance, normally five terms in advance for provisional dates and two-and-a-half terms in advance for definite dates, but reserves the right to change the dates at shorter notice if necessitated by unforeseen circumstances such as changes to public examination schedules.
- (m) Every individual in our community has equal worth, and the School is a place where everyone's needs are recognised, aspirations are encouraged, and achievements are celebrated, regardless of age, body image, disability, gender reassignment and gender identity, learning difficulty, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality, ethnicity or national origin), religion or belief, sex and sexual orientation (actual and perceived) or social background. We will endeavour to give your child treatment and opportunities which are the same as those afforded to other children subject to the School's ability to meet any special responsibilities which it cannot reasonably be expected to meet. The School adheres to the philosophy underlying applicable equalities legislation and does not discriminate on any grounds.
- (n) The School will enter your child for an examination only if the Head is satisfied that such is in the best interests of your child and of the School.

8. The Parents' Obligations

- (a) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire and vaccination record in respect of your child. You undertake to promptly inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. Where a medical questionnaire or vaccination record is not provided, the School reserves the right to arrange for an assessment to be undertaken by an appropriately qualified Medical Practitioner and vaccinations to be administered. The cost of doing so will be charged to you.
- (b) You undertake to inform the School as soon as reasonably practicable, in confidence, of any situations where special arrangements may be needed in relation to your child, and in the following circumstances:
 - (i) any family circumstances or court order which may affect the welfare or happiness of the child;
 - (ii) any concerns regarding the child's safety; and
 - (iii) any change in the financial circumstances of the parents who have received a bursary from the School.
- (c) You undertake to ensure that your child attends the School when required, arrives punctually and leaves on time at the conclusion of his or her commitments or at some other mutually agreed time, has the right equipment for academic work, sport or other obligations, is appropriately dressed in accordance with the School's uniform regulations which apply from time to time, and conforms to any other School standards relating to appearance.
- (d) The School will be entitled unless notified otherwise pursuant to Clause 4(i) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of each such person. Unless other arrangements are agreed between you and the School, we shall be entitled to treat any communication from the School to any such person as having been made to each of them.
- (e) Wherever possible, the School's prior consent should be sought for absence from the School. The Head must be informed in writing or by telephone of any reason for your child's absence from School other than illness, routine medical appointments, university visits, study leave or similar reasons. For these circumstances your child's housemaster or housemistress should be informed, whenever possible in advance. In the case of unforeseen illness, you should telephone your child's housemaster or housemistress before school on the first day of illness and should send a confirmatory letter on your child's return to School. You are expected to avoid taking your child out of school for holidays during the School's terms.
- (f) We cannot accept any responsibility for the welfare of your child while off the School premises unless the child is taking part in a School activity or otherwise under the supervision of a member of the School staff. Some children have the privilege of being allowed off site unsupervised at certain times and the above will apply in such circumstances.
- (g) If you have cause for concern as to a matter of safety, care, discipline or progress of your child, you must inform the School without delay. Complaints should be made in accordance with the Complaints Procedure.

- (h) You undertake to leave contact details with the School if you will be away from your home address for more than 24 hours during term time weeks.
- (i) Where your child is subject to immigration control, you must ensure that your child has and maintains the right to enter, live and study in the United Kingdom and must provide the School promptly with all information and documentation reasonably required for the School to comply with its duties as a licensed Child Student and/or Student Sponsor. You must notify the School immediately of any change in your child's immigration status, visa conditions, passport, contact details or living arrangements that may affect the child's right to study or the School's sponsor duties.
- (j) Where required by the School, including where parents live overseas, you must nominate a suitable responsible adult or educational guardian who can be contacted and, where necessary, care for your child in the parents' absence. Where the School sponsors your child's visa, you must comply with any additional Home Office/UKVI requirements concerning the child's living and care arrangements during and outside term time and notify the School immediately of any change to those arrangements.
- (k) You undertake to promptly inform the School of any changes of address or other contact details or any other changes in circumstances which the School could reasonably expect to know of in order to fulfil its obligations to your child.

9. Force Majeure

- (a) A "Force Majeure Event" means any circumstances not within the control of the School or parents, which includes, without limitation:
 - (i) acts of God, flood, drought, earthquake or other natural disaster;
 - (ii) epidemic or pandemic;
 - (iii) threats or occurrence of terrorist attack or civil war;
 - (iv) nuclear, chemical or biological contamination;
 - (v) any law or action taken by a government or public authority;
 - (vi) collapse of buildings, fire, explosion or accident;
 - (vii) strikes;
 - (viii) non-performance by suppliers or subcontractors to the School; or
 - (ix) interruption or failure of utility services.
- (b) Provided it has complied with Clause 9(c), if either the School or the parents are prevented, hindered or delayed in or from performing any of their obligations under this agreement by an Event of Force Majeure ("the Affected Party"), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- (c) The Affected Party shall:
 - (i) as soon as reasonably practicable after the start of the Event of Force Majeure but no later than 10 Business Days from its start, notify the other party in writing of the Event of Force Majeure, the date on which it started, its likely or potential duration, and the effect of the Event of Force Majeure on its ability to perform any of its obligations under the Contract; and
 - (ii) use all reasonable endeavours to mitigate the effect of the Event of Force Majeure on the performance of its obligations.

10. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at School, while on the way to School or on any School sponsored activity away from the School. There is no insurance cover obtained by the School for fees rebates for prolonged absence: you should take out your own cover for this if you wish to.

11. Children's Personal Property

The child is responsible for any personal property that they bring onto the School's premises. This includes mobile phones, electronic devices, jewellery, money, watches, musical instruments, sports equipment, locker keys and property lent to them by the School. Whilst the School will take reasonable care to protect all property brought onto the School's premises, we cannot accept any liability for any items that are damaged, lost or stolen and do advise that any valuable items brought to the School are appropriately insured.

12. Confidentiality and References

- (a) Where your child applies to or transfers to another school, college, university or other educational institution, the School may request, provide and discuss information reasonably relevant to the application or transfer, including references, information

concerning academic progress, attendance, behaviour, safeguarding matters where required by law or statutory guidance, and information concerning outstanding fees and/or supplemental charges. Any such processing or sharing will be carried out in accordance with applicable data protection law and the Privacy Notice. References intended to be confidential will be marked and handled as confidential, subject to applicable law. The School will take reasonable care to ensure that factual information supplied is accurate and that any opinion given is fair and professionally held.

- (b) The School will process personal data relating to parents and children for the purposes of administering the Contract, providing education and pastoral care, safeguarding, complying with legal and regulatory duties, managing admissions and transfers, and maintaining relationships with former pupils, as further described in the Privacy Notice.
- (c) Where the School relies on consent as the lawful basis for a particular use of personal data, including where explicit consent is required for special category data, that consent will be sought separately where required. This Contract is not intended by itself to constitute consent where data protection law requires consent to be specific, informed and separately given. The use of photographs and images for promotional, press, media or similar purposes will be managed in accordance with the Privacy Notice and any separate permissions/consents operated by the School.

13. Intellectual Property Rights

Your child will not automatically acquire intellectual property rights or rights of patent or copyright in respect of work undertaken during the course of his or her education at the School.

14. Changes in Ownership etc

For the purposes of reconstruction or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of the Contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

15. Termination

- (a) The School may terminate this Contract at any time by notice in writing to the parents, without any obligation to return the deposit or fees, if:
 - (i) parents or the third party responsible for payment of fees and/or supplemental charges do not make a payment that is due after reminders have been sent out by the School;
 - (ii) the child is expelled or required to be removed from the School;
 - (iii) the parents make a serious misrepresentation of the facts or circumstances to the School in relation to the child or parents that is relevant to the provision of education by the School;
 - (iv) the parents or third party responsible for paying the fees and/or supplemental charges are unable to demonstrate their ability to pay the fees and/or supplemental charges, are otherwise unable to pay their debts as they become due, or are subject to a bankruptcy or insolvency petition or order;
 - (v) where applicable, the child no longer holds an immigration status which confers a right to study in the United Kingdom, or the parents fail materially to comply with requirements necessary for the School to discharge its sponsor duties;
 - (vi) the parents commit a breach of the Contract such that the School and (if such breach is remediable) fails to remedy that breach promptly after being notified to do so;
 - (vii) in the Head's discretion, the School is unable to, or compromised in, providing the educational services necessary to satisfy the School's obligations under this Contract.
- (b) Where a child is withdrawn from the School in accordance with these terms and conditions, this shall constitute termination of the Contract.
- (c) The parents may terminate this Contract immediately if the School:
 - (i) materially commits a breach of the Contract and (if such breach is remediable) fails to remedy that breach promptly after being notified to do so;
 - (ii) becomes insolvent or goes into liquidation, receivership, administrative receivership or is wound-up for any reason.
- (d) Unless terminated earlier in accordance with this Contract, the Contract will end automatically, without either party having to give notice, at the end of Year 13. It will also end at the end of Year 11 where the School determines in accordance with Clause 7(c) that the child is not permitted to progress into the Sixth Form and no Sixth Form place is available to the child. The Contract does not end automatically at the end of Year 11 merely because the parents choose for an otherwise eligible child not to continue into the Sixth Form. A parent-led departure before the end of Year 13 is subject to the notice requirements in Clause 4.
- (e) The termination of this Contract will not affect any legal rights or obligations that have arisen between the parents and the School.

16. Variations

- (a) The School reserves the right to make reasonable modifications to the Contract from time to time for legal, regulatory, safety or other substantive reasons, or in order to assist the proper delivery of education and the administration of the School.
- (b) Where a modification is material, the School will give parents reasonable advance written notice and, wherever practicable, notice before the end of the penultimate term before the modification is to take effect, so that parents have a reasonable opportunity to consider the change and, where applicable, exercise any right under this Contract to give notice of withdrawal of their child from the School.
- (c) Nothing in this Clause 16 limits any rights parents may have under applicable consumer law.

17. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

If any provision or part-provision of the Contract is deemed to be deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

18. Third Party Rights

Unless expressly stated otherwise, the Contract does not give rise to any rights belonging to a third party, nor shall any third party have rights to force any term of the Contract.

19. Governing Law

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

20. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.