

Hawkesdown House School

Terms and Conditions

The Acceptance Form, the Fees Leaflet, the School Rules (all defined below) and these terms and conditions (as in each case may be varied from time to time) form the terms of a contract (the **contract**) between you and the School (also defined below). The terms of the contract shall be enforceable only by you and/or the School; it is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

1. Definitions

1.1 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;

child means a child of whatever age admitted by the School to be educated;

Complaints Procedure is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. It does not form part of the contract between you and the School. A copy of the procedure is available at any time upon request;

deposit means the sum referred to as such in the Acceptance Form (and that is separately set out in the Fees Leaflet);

fees means the fees set out in the Fees Leaflet as amended from time to time;

Fees Leaflet means the published note of the School's prevailing fees notified to you from time to time and a copy of which remains available at any time upon request;

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

parents means each person who has parental responsibility for the child (and **you** or **your** shall be construed accordingly);

Parent Handbook means the handbook produced by the School for parents which contains details of how the School operates, the School Rules, the Complaints Procedure and applicable policies;

School means Hawkesdown House School (and **we** or **us** shall be construed accordingly);

School Rules means the rules of the School, as those rules may be amended from time to time. A copy of the School Rules can be found in the Parent Handbook, and a copy of which remains available at any time upon request;

term means a term of the School as notified to parents from time to time;

a term's notice means written notice given not later than the first day of the term **before** the term to which the notice relates (and, for the avoidance of doubt, such notice automatically expires at the end of the term before the term to which the notice relates);

terms and conditions means these terms and conditions as amended from time to time.

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

2. Acceptance and Payment of the First Term's Fees

2.1 An offer by the School of a place for your child at the School is accepted by your submitting the duly completed Acceptance Form and paying the deposit.

2.2 The first term's fees for your child shall be paid in full on or before the last day of the Spring term that precedes the September term in which your child is due to start. For children entering at any other date, the fees will be due in full in advance by the first day of the term preceding entry.

2.3 The deposit is **not refundable** if your child does not take up a place at the School. The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving. Appropriate notice of withdrawal must always be given – see Clauses 2.4 and 4 below.

2.4 **If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you must give a full term's written notice to that effect (i.e. by the first day of the term immediately preceding the term in which your child is due to**

start). If such notice is received by the School by that time, you will lose the deposit (which will be forfeited in accordance with Clause 2.3 above) but no further fees will be payable. Subject to the remainder of this Clause 2.4, if such notice is received on or after that date (or if no notice is received at all), the first term's fees shall remain payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term when your child was due to start and the School shall credit the deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any scholarship and/or bursary awarded to you.

3. School Fees and other Costs

3.1 Except for the first term's fees (to which Clause 2.2 above applies), the fees for your child must be paid in full on or before the last day of the preceding term. **We may not allow your child to attend the School if you do not pay on time.**

3.2 All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as may otherwise be outlined in the Fees Leaflet, shall be met by the fees unless otherwise notified by the School. For the avoidance of doubt and by way of example, any books provided by the School to your child which are lost or damaged may be charged for in addition to the fees.

3.3 Any extra-curricular activities such as private music lessons, trips and visits in which you agree in advance your child may participate shall be supplemental to items met by the fees and charged for in addition to the fees. In addition (and by way of further example), any additional/special teaching or other provision arranged by the School in order to provide for the special educational or other needs of your child may also be charged as supplemental to items met by the fees.

3.4 Your payment responsibilities:

(a) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any and all supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the fees and/or any supplemental charges or any part of them. This is because our contract applies to both of you together and each of you on your own: in practice this means that if fees or supplemental charges have not been paid to the School then in order to recover them, the School can seek payment of the full amount from either parent.

(b) A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice but that person **must** have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form.

(c) If your child has been awarded a scholarship and/or bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If, within fourteen (14) days following the withdrawal of a scholarship or bursary, your child is withdrawn from the School, no fees in lieu of notice will be payable. For the avoidance of doubt, any scholarship or bursary will terminate automatically if your child no longer remains a pupil of the School.

3.5 **Each term's fees are charged separately and the fees payable in respect of each term are payable in advance and fall due on the last day of the preceding term.** Each term's fees will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School may have agreed separately shall pay the fees under Clause 3.4(a) above). Subject to Clause 2.2, each invoice must be paid in full by cheque, direct bank transfer or direct debit, as requested by the School from time to time, by the last

day of the term preceding the term to which the fees relate, with supplemental charges being invoiced at the same time (if known prior to the invoice being sent) or as soon afterwards as is reasonably practicable.

3.6 We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent default in relation to the payment of fees. We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while supplemental charges for those activities remain unpaid. We may make an interest charge of four per cent (4%) above the base rate for the time being of the School's bank on any late payments. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay the School the interest together with the overdue amount. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

3.7 The fees will be reviewed from time to time and may be increased by such amount as the School considers appropriate. We shall give you as much notice as we are reasonably able of any increase in fees due for a particular term – we generally aim to give no less than three (3) months' notice, but in appropriate circumstances it may be less.

3.8 Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise, or where (by way of further example) your child does not participate in activities (on or off-site), lunches or other provision organised by the School.

3.9 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, ie costs that would be allowable by the courts if judgment was made in the School's favour).

4. Notice

4.1 **If you wish to withdraw your child from the School (other than at your child's normal leaving date, at the top of the School), you must either give a clear term's notice to that effect or pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.** 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).

4.2 In cases under Clause 4.1 above, where a term's notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the last day of the term before the term which would have been the final term of provision, if a term's notice had been given.

4.3 **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.**

4.4 The School's affairs are organised on a termly (or longer) basis and 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.

5. The School's Obligations

5.1 Subject to these terms and conditions, the School will accept your child as a pupil of the School until the end of your child's schooling (however this is determined).

5.2 Subject to these terms and conditions, while your child remains a pupil of the School, we will exercise reasonable skill and care in respect of your child's 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.

5.3 **Except in relation to death or personal injury caused by our negligence (carelessness) or in relation to any other types of liability (responsibility) that the law does not let us limit or exclude, the School believes it is appropriate to impose a limit on our potential liability to you. Any liability we may have to you (or either of you) in negligence, for breach of contract, or otherwise in relation to this contract and your child's education is limited to twice the fees for the Academic Year in which the liability arises. For the**

- avoidance of doubt, this limit on our liability applies to any liability owed to you by the School.**
- 5.4 In order to fulfil our obligations, we need your co-operation, including in particular by:
- fulfilling your own obligations under these terms and conditions;
 - encouraging your child in his or her studies, and giving appropriate support at home;
 - 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) and ensure 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;
 - maintaining a courteous and constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract);
 - providing cooperation and assistance to the School so that your child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and
 - attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- 5.5 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.
- 5.6 If your child requires urgent medical attention while under the School's care, we will if practicable attempt to contact you to obtain your prior consent. However, should we be unable to contact you we will make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion (unless you have previously notified us in writing that you object to blood transfusions being given in any circumstances)).
- 5.7 The School prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including, by way of example, by providing education remotely if reasonably possible whilst your child remains at home (including, by way of further example, where the School is required to close the School premises due to an event beyond the School's control) and allowing your child to submit work assignments electronically). For this reason, please notify the School if there is anything of particular importance or concern to you contained in the prospectus. We will give parents notice of any substantial changes at the School including changes in the curriculum that we regard as significant to your child. Where practicable (but without obligation) such notice will be given prior to the end of the penultimate term before the change is to take effect.
- 5.8 We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment (conducted at your own cost and expense) can be arranged either by you or, at your written request, by the School.
- 6. The Parents' Obligations**
- 6.1 It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You must inform the School (and provide, whether upon further request by the School or otherwise, any reports or other materials relevant to the same) of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 12.1 below.**
- 6.2 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 must keep your child at home and not permit him or her to return to the School until such time as the health risk has been averted. Where it is appropriate in such circumstances we will try where reasonably possible 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).
- 6.3 You must inform the School of any situations where special arrangements may be needed in relation to your child (including, by way of examples and without limitation, any special educational needs of your child or any Local Authority Order or other order that relates to your child). You must also 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 that somehow relates to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child, including any which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).
- 6.4 It is also a condition of your child's joining the School that, where required (such requirement being made known to you by the School either prior to your child joining the School or subsequently), you complete and submit to the School a parental absence form in respect of your child which, amongst other things, will require you to nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the School is not able to contact you.
- 6.5 You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, subject only to Clause 6.6 below, you (and each of you) accept that the School is entitled to treat
- any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
 - any communication from the School to one of you as having been given to both or all of you.
- 6.6 A notice of withdrawal of your child served under this contract (ie, under any of Clauses 2.4, 3.4(c) or 4.1 should be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).**
- 6.7 The School must be informed in writing of any reason for your child's absence from School. You can do this by contacting the School Office. Wherever possible the School's prior consent should be sought for absence from the School. If at any time during your child's time at the School you (or either of you as the holders of parental responsibility for your child) will not be in the United Kingdom at any time or you (or either of you) will otherwise be absent for a period of longer than three (3) consecutive school days then you must inform the School in writing and provide the details reasonably required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- 6.8 We cannot accept any responsibility for the welfare of your child while off the School premises unless your child is taking part in a School activity or is otherwise under the direct supervision of a member of School staff on a School activity. See also Clause 5.3.
- 6.9 We cannot accept any responsibility for the welfare of your child if your child is on School premises outside normal School hours and without the School's permission. See also Clause 5.3.
- 6.10 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. Formal complaints should be made in accordance with the Complaints Procedure.
- 7. School Rules**
- 7.1 It is a condition of remaining at the School that your child complies with the School Rules and other policies of the School (whether such policies are included in the Parent Handbook or otherwise), and in each case as amended from time to time. In addition you must ensure that your child attends School punctually and that you and your child (as applicable) conform to such rules of appearance, dress, behaviour and/or other matters considered as being of educational importance as may be issued by the School from time to time (whether by way of updates to the School Rules, the Parent Handbook, existing policies or otherwise).
- 7.2 The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and/or use of social media (or equivalent). The School may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.
- 8. Disciplinary Policies and Procedures**
- 8.1 The Head may at his or her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if he or she reasonably considers that your child's attendance, progress or behaviour (including behaviour outside school) is unsatisfactory and the removal is appropriate and in the School's best interests or those of your child or other children.
- 8.2 The Head may at his or her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child if the Head reasonably considers that the behaviour of you (or either of you) is, in the opinion of the Head: unreasonable and/or adversely affects or is likely to adversely affect your child's or other children's progress at the School or the well-being (including health and morale) of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract, for example where we have cancelled this contract under Clause 12.
- 8.3 Should the Head exercise his or her rights under either Clause 8.1 or 8.2 above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited (except where your child is required to be removed under Clause 8.1 for unsatisfactory progress, in which case the deposit will be credited in the usual way). However, fees in lieu of notice will not be payable and any prepaid fees for the period after expulsion / required removal will be refunded.
- 8.4 Provided you have paid the School's final invoice, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.
- 8.5 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 pupil's record at the School may be taken into account.
- 8.6 Any review of serious disciplinary matters or decisions taken by the School and/or the Head under this Clause 8 shall normally be governed by the Complaints Procedure.
- 9. Insurance**
- 9.1 You must make your own insurance arrangements if you require cover for your child's person or property while at School or for the payment of fees due to absence of your child or closure of the School premises.
- 9.2 Upon request, the School can arrange School Fees Remission and Personal Accident Insurance for your child with a reputable insurance company (such arrangement being externally sourced), to be charged as supplemental to the fees. If such insurance is arranged, the School shall not be liable for any payments due under these policies.
- 10. Confidentiality, References and Data Protection**
- 10.1 We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on your child's ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- 10.2 We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and video recordings, both whilst your child is at the School and after your child has left the School, for the purposes of: (i) promoting the School to prospective pupils; (ii) managing relationships between the School and current pupils/parents and fulfilling our obligations under our contract with you; (iii) providing references and communicating with the body of former pupils; (iv) publicising the School's activities; and (v) communicating with the School community and the body of former pupils. In respect of (i), (iv) and (v) this includes use of such information by the School in/on the School's prospectus (in whatever format or medium) and the School's website and social media channels.
- 10.3 You must: (i) confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) you and/or your child that is held by the School; and (ii) in any event, inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

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| <p>10.4 Those persons who have parental responsibility for your child are entitled to receive relevant information about the child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).</p> <p>10.5 The School will process personal data about you and your child in accordance with the General Data Protection Regulation, Data Protection Act 2018 (as each is amended or superseded) and other related legislation. We will process such personal data (i) as set out in this Clause 10 and in the School's privacy notice; (ii) in order to comply with any court order or legal, regulatory or good practice requirement; and (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.</p> <p>11. Force Majeure (ie, circumstances beyond our control)</p> <p>11.1 In this contract force majeure shall mean any cause beyond a party's reasonable control (including, for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination, infestation or any other similar circumstance or perceived threat of the same).</p> <p>11.2 In the event of a force majeure arising 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 relevant circumstances. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure (and in such circumstances, for the avoidance of any doubt, the School shall not be obliged to refund any amount of the fees and/or supplemental charges). To the extent reasonably practicable in the circumstances the School shall endeavour during the continuance of the force majeure to provide educational services (including, if reasonably possible, by providing appropriate educational services remotely or by remote direction of home learning).</p> <p>11.3 Subject to Clause 11.2, if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract and you shall then, following receipt of such notice, be entitled to cancel the contract on written notice and without giving a term's notice or paying fees in lieu.</p> <p>11.4 Subject to Clause 3.8, in the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of your child's severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:</p> <p>11.4.1 you shall, in consultation and cooperation with the School, use all reasonable endeavours to:</p> <p>(a) mitigate the effect of the force majeure in order to continue to perform the obligations under this contract in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example by participating remotely); and</p> <p>(b) resume the performance of the obligations as soon as reasonably possible;</p> <p>11.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 11.4.1(a), your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and</p> <p>11.4.3 in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School 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 shall be entitled to cancel the contract on written notice and without giving a term's notice or paying a term's fees in lieu.</p> | <p>12. Cancellation</p> <p>12.1 The School shall be entitled to cancel this contract forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if:</p> <p>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;</p> <p>12.1.2 you (as opposed to your child) act in such a way as to give the Head cause to expel your child under Clause 8.2 above;</p> <p>12.1.3 your child is expelled from the School in accordance with the terms of this contract (including pursuant to the School Rules);</p> <p>12.1.4 you (or either of you) make a serious misrepresentation of facts or circumstances or withholding of information 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/they are not or misrepresenting information about your child's health, medical condition, special educational needs, disability or allergies);</p> <p>12.1.5 you fail or refuse to complete and submit to the School a medical questionnaire or parental absence form in respect of your child;</p> <p>12.1.6 you (or either of you, or anyone acting for you) behave in an aggressive, violent, offensive or unlawful manner, or any use threatening, persistent, extreme or unpleasant behaviour towards pupils, staff or other individuals at the School or associated with the School;</p> <p>12.1.7 you fail to attend meetings with the School about or relating to your child when such meetings are reasonably required by the School (including by the Head); or</p> <p>12.1.8 you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end this 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.</p> <p>12.2 For the avoidance of doubt, if this contract is cancelled by or on behalf of the School in any of these circumstances fees (including the deposit) and/or supplemental charges for the term in which the cancellation occurs will not be refunded.</p> <p>12.3 The School may at any time cancel this contract by notice in writing (without prejudice to its other remedies) if you (or either of you) are unable, following our reasonable request, to demonstrate that you will be able to pay the fees and supplemental charges as they fall due under this contract; are otherwise unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; or enter into an individual voluntary arrangement to pay your debts or are declared bankrupt or you otherwise enter into general negotiations with your creditors.</p> <p>12.4 For the avoidance of doubt (and without prejudice to any of the School's or your accrued rights), this contract shall end automatically at the end of your child's schooling, or on settlement of the School's final invoice, whichever is later.</p> <p>12.5 Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.</p> <p>13. Communications</p> <p>13.1 All notices required to be given under these terms and conditions must be given in writing.</p> <p>13.2 Communications (including notices) will be sent by the School to you at the address shown in our records, or using your other contact details included in our records (including email). You must notify the School of any changes of address(es) or other contact details.</p> <p>13.3 Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either: (i) delivered by hand to the School and receipt acknowledged by a signed note; or (ii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery. In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that notices you may wish to serve under any of Clauses 2.4, 4.1 or 4.3 of these terms and</p> | <p>conditions are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.</p> <p>14. General</p> <p>14.1 Intellectual Property Rights</p> <p>We shall recognise any intellectual property rights vested in your child.</p> <p>14.2 Transfer of this Contract</p> <p>We may transfer our rights and obligations under these terms and conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract."</p> <p>14.3 Interpretation</p> <p>Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.</p> <p>14.4 Variations</p> <p>We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other reasons the School may consider appropriate, or in order to assist the proper delivery of education at the School. Without prejudice to the foregoing, the School will send you notice of any substantial modifications to these terms and conditions and, where practicable (but without obligation), the School will send such notice no less than three (3) months before the modifications are to take effect. If we give you less than three (3) months' notice of any substantial modifications to the terms and conditions, and you wish to withdraw your child from the School with effect from the start of the following term as a result of such modifications, you may do so without giving a term's notice or without paying fees in lieu provided that you give written notice of the withdrawal within twenty-one (21) days from the date when notice of the modifications is given.</p> <p>14.5 Rights in relation to enforcement of this contract</p> <p>If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.</p> <p>14.6 Jurisdiction and Governing Law</p> <p>The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.</p> |
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