



Parent Contract

**Yarm School
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Terms and Conditions

This document, as updated or amended from time to time, forms the basis in law of your relationship as Parents with Yarm School for as long as your child remains a pupil here. It is therefore very important that you read this content carefully before you proceed with the Enrolment of your child and sign to accept a place. The most recent version will always be uploaded to the School's website as and when a revision takes place.

1. Definitions

(a) In these terms and conditions:

"Enrolment Agreement" and "Acceptance Form" mean the forms 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 and includes any pupil aged 18 or over;

"the 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. A copy of the procedure is on the website and is also available on request;

"deposit" means the sum set out in the Schedule of Fees;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"FIA Terms and Conditions" means the supplemental terms and conditions relating to the School's fees in advance scheme;



"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;

"Schedule of Fees" means the published note of the School's prevailing fees;

"School Rules", which include relevant policies on behaviour and conduct, means the rules of the School, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the School and published to parents or pupils annually, as those rules 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. An up to date version can be found in the Parent Handbooks on the School's website.

"term" means a term of the School as notified to parents from time to time; "a term's notice" means written notice received by the Head no later than 4pm on the last school day of the term preceding the term in which your child is to leave to the School;

"terms and conditions" means these terms and conditions as amended from time to time;

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires; and

"you" or the "parents" means each person who has signed the Enrolment/Agreement as parent or guardian of a child or a person who with the School's written consent replaces a person who has signed the Enrolment Agreement .

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

(b) The Enrolment Agreement, the Acceptance Form, the Schedule of Fees, the School Rules contained in the Information for New Parents and the Parent Handbooks, the FIA Terms and Conditions, the Complaints Procedure and these terms and conditions form the terms of a contract between you and Yarm School and constitute the entire agreement between the parties. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

(a) An offer of a place for your child at the School is accepted by your submitting the duly completed Enrolment Agreement, the Acceptance Form and paying the deposit.



(b) 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 account for the fees or other sums due to the School on your child's leaving. However, if you have indicated to us that you would like to donate the deposit to the School's Bursary Fund or Development Fund, an amount equal to the deposit will be paid out from the general funds of the School on your child's leaving the School and that amount will be held on balance for you. You will be responsible for making the final payment of the Fees or other sums due to the School on your child's leaving (unless otherwise stated in these terms and conditions). You agree to complete a Gift Aid declaration form as requested by the School in order that the School may reclaim Gift Aid on your donation.

(c) If you wish to withdraw your acceptance of a place after submitting the Enrolment Agreement, the Acceptance Form and paying the deposit but before your child starts at the School you shall give written notice to that effect before the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the School by that time the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. Subject to the remainder of this clause 2(c), if such notice is received on or after that date or if no notice is received, a term's fees (charged at the rate for the term when your child was due to start) shall be payable and shall become due and owing to the School as a debt 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). The only exception to this is if we make an offer of a place in the term immediately before your child is due to join the School, in which case you must either give us notice within fourteen days of the date you accept our offer or pay fees in lieu of notice.

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.

(b) VAT and applicable taxes.

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

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



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

(c) Parents should be aware that the School may determine it appropriate to conduct due diligence into the source of their finances being used to pay school fees, according to its anti-money laundering policy.

(d) 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, some text books, particularly those used for Sixth Form lessons shall be charged as supplemental to the fees. Furthermore, any additional charges incurred by the School in providing for the special educational needs of your child may be charged as supplemental to the fees.

(e) Where two parents have signed the Enrolment Agreement, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent and provided satisfactory evidence of the latter to the School. If your child has been awarded a scholarship/bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn with immediate effect if, in the opinion of the Head, your child's attendance, progress 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.

(f) The annual fees and lunch charges must be paid either termly in advance or in 10 equal monthly Direct Debit payments on the first working day of each month, from 1st August to 1st May inclusive.

(g) Any and all supplemental charges for extra-curricular activities and additional items for each term (and for other charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to you during the term or before the start of the next term. All such supplemental charges must be paid in full either by cheque or direct bank transfer by the day detailed on the invoice.

(h) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees or supplemental charges remain unpaid or there is a persistent default in relation to the payment of supplemental charges. We will make an interest charge of 2% per



calendar month on late payment. 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 judgement. You must pay the School interest together with the overdue amount. 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 the interest together with the overdue amount. We will also pass on to you any bank charges for returned cheques or unpaid Direct Debits, as well as a £40 administration charge for each default. You consent to our informing any other school or educational establishment to which you propose to send your child, of any outstanding fees.

(i) 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 being costs that would be allowable by the courts if judgement was made in the School's favour).

(j) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Such increases will usually take effect from the start of the new academic year.

(k) Fees and any prepaid supplemental charges will not normally 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. This will include any period of absence required as a result of clause 8(a) below.

(l) Without limiting the effect of the foregoing provisions of this Clause 3, where you and the School have entered into an agreement incorporating the Fees In Advance (FIA) Terms and Conditions such that you have made a capital payment in respect of all or part of the fees due under this agreement, the School will administer such capital sum to meet the fees. Provided that you shall meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this agreement. For the avoidance of doubt, the School shall provide a termly statement of account in respect of the fees and supplemental charges and the difference shall be payable in accordance with the terms of this agreement.

4. Notice Requirements

(a) If you wish to withdraw your child from the School (other than at the normal leaving date at the end of the Upper Sixth year), you shall either give a complete term's written notice to that effect to the Head or shall 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 notice



must be one complete term; it cannot be part of one term and part of another. The notice given can only expire on the last day of the Autumn Term, Spring Term or Summer Term. For the avoidance of any doubt a full term's notice in writing must be given to the Head by 4pm on the last school day of the term preceding the term in which your child is to leave to the School. In other words, you may not rely on the intervening holiday period to be included as part of the 'term's notice'.

(b) Where the required notice is not given, 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 if a term's notice had been given. To clarify, the balance owed will equate to one full term's fees at the rate for the academic year in question, in addition to any fees which are already outstanding at the point of leaving.

(c) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a half term's written notice to that effect to the Head or shall pay to the School a half term's charges for the activity in which your child has ceased to participate.

(d) The School's affairs are organised on a termly basis and 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's ceasing to participate in an activity part-way through a term.

5. School Rules

(a) It is a condition of remaining at the School that you and your child comply with the School Rules as amended from time to time. 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 addition, you undertake to abide by reasonable requests by the School to observe vehicular traffic flow rules both on site and on the approach road to the site, so as not to endanger pupils and others.

(b) The School may undertake drugs testing of pupils in accordance with its Drugs Policy. The Drugs Policy has been adopted with the aim of safeguarding the health and safety of all pupils.

(c) Gift-giving to teachers or other employees of the School is acknowledged as the choice of some parents, but it is not expected. At the end of the academic year, or at Christmas time, parents may choose to convey their thanks by giving e.g. a bottle of wine or a box of chocolates to individual employees, up to a maximum of £50. Parents are politely asked to avoid giving more expensive gifts and may not give cash or cash equivalents (i.e. vouchers), unless bought as a joint present by a whole class or group, where individual families may not be identified.



(d) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules and the School's ICT and Internet Policies.

6. Disciplinary Procedures

(a) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour outside school) is 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. The School's Discipline & Behaviour Policy and Complaints Policy should be referenced for details of the procedure.

(b) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of you or either of you (or anyone who is acting with parental responsibility for your child) 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 to bring the School into disrepute.

(c) Should the Head exercise his/her right under sub-clause 6(a) or 6(b) 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. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.

(d) The School's Discipline & Behaviour Policies set out some 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.

(e) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. The review of serious disciplinary matters is governed by the Complaints Procedure.

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 joining the School until the end of his or her time in Nursery/Pre-Prep/Preparatory School/Key Stage 3/GCSEs or equivalent examinations. The School shall not be obliged to permit your child to proceed automatically beyond these points unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all



other relevant circumstances. The School may make a decision as to whether your child may proceed after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations.

(b) 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.

(c) In accordance with the law, we will not subject your child to physical contact, except where contact is judged to be reasonably required for educational purposes (e.g. music tuition) or where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). 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.

(d) 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 or blood transfusion (unless you have previously notified us you object to blood transfusions)) recommended by a doctor.

(e) Our website (www.yarmschool.org) and Parent Handbooks describe the broad principles on which the School is presently run. 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 providing such education remotely whilst your child remains at home, for example, where the School is required to close the School premises), and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect.

(f) We shall monitor your child's progress at the School and produce regular 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 can be arranged either by you or by the School at your expense. Note however that all arrangements made by parents must be conducted with the full involvement and authorisation of relevant School personnel in order to identify an appropriate provider. 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 or if your child's special educational needs are significantly and adversely affecting the School's ability to provide education to other pupils.

(g) At such time as your child's public exam results are made known to us by the Exam Boards, we will share this information with you and your child via the School's Parent Portal. Such electronic transmission is made by secure access from the School's website, and is used because there is no alternative reliable way to share such information electronically with all families whose children have taken exams that year and need to receive their results promptly because of university admissions. Parents are asked to ensure that their child understands this in advance.

(h) Religious observance at the School shall be conducted in accordance with the School Rules.

8. How we may use Personal Information: References, Confidentiality and Data Protection

In most cases, it will not always be necessary or practical for us to obtain consent for every use we make of personal data of you or your child. The law recognises this but also requires that we set out clearly what these uses are as far as possible. Please also see our Data Protection Policy and Privacy Policy which is available on the School's website.

(a) We may provide a reference for your child. 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 will 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 his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

(b) 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, date of birth, contact details, school records, photographs and video recordings, both whilst your child is at the School and after he or she has left, for the purposes of:

- i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
- ii) promoting the School to prospective pupils/parents;
- iii) publicising the School's activities; and
- iv) communicating with the school community and the body of former pupils;
- v) market research conducted on behalf of the School.



In respect of (ii), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

(c) You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:

- i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
- ii) 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.

(d) We will send information (e.g. school reports) about your child to both of you as a matter of course. You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally), whether or not they are responsible for paying the school fees. 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 the Data Protection Act 1998 (as amended or superseded)).

(e) Data Protection Law The School will process personal data about you and your child in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25 May 2018 the General Data Protection Regulation) and other related legislation. We will process such personal data:

- i) as set out in this contact, and in the School's Data Protection Policy and Privacy Policy which is available on the School's website as may be amended from time to time;
- ii) in order to comply with any court order, request from or referral to an appropriate authority, 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.

9. Changes in Ownership, etc

The circumstances in which we may transfer this contract to someone else.

For the purposes of constitutional changes to the School (including changes to the legal entity



that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

10. The Parents' Obligations

(a) 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 informed of matters which affect your child; maintaining a courteous and constructive relationship with all School staff at all times; providing cooperation and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

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 undertake to 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. 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 undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. In such circumstances we shall endeavour 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, or by remote-learning).

(b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

(c) Each pupil, from Year 4 in the Prep School, will be provided with a Chromebook for use within School. It is a requirement that parents complete a separate consent form, are responsible for a nominal annual insurance fee and that pupils must use this device when requested to do so by their teacher to facilitate effective learning and participation.

(d) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Enrolment Agreement as having been given on behalf of both or



all such persons.

(e) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

(f) We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of the School staff.

(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 School's Complaints Procedure.

11. Insurance

(a) 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. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees. If you accompany any school outing or residential trip you will need to arrange your own travel insurance.

12. Confidentiality and References

(a) You consent to our supplying 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 his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you 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.

(b) Unless you inform us in writing specifically to the contrary, you consent to us making use of information relating to your child whilst he or she is at the School (including photographs and recordings) and after he or she has left for the purposes of (i) promoting the School to prospective pupils, including through the School's prospectus (in whatever format or medium) and website, (ii) managing relationships between the School and current pupils, (iii) providing references and (iv) communicating with the body of former pupils.

(c) You undertake to (i) confirm (or update, if necessary), when requested, such information about 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 an entitlement to enter and/or reside in the United Kingdom), or to information about you or your child, that has previously been notified to the School, including relevant contact details.

(d) The School will process personal data about you and your child in accordance with the Data Protection Act 1998.

13. Intellectual Property Rights

We shall recognise any intellectual property rights created, generated, owned by, or vested in your child.

14. Termination

(a) The School shall be entitled to cancel this agreement 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 you are in material breach of any of your obligations under this or any similar agreement with the School and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions). For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this agreement: (i) failure to pay any fees or supplemental charges on time on more than two occasions; (ii) you (as opposed to your child) acting in such a way as to give the Head cause to expel your child under Clause 6(b) of this agreement; (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this agreement (including the School Rules); and (iv) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.

(b) Either party may terminate this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

(c) For the avoidance of doubt, this agreement shall terminate at the end of your child's schooling which may be at the end of Nursery/Pre-Prep/Preparatory School/Key Stage 3/GCSEs or equivalent examinations if your child does not meet any requirements imposed under Clause 7(a). In any event this agreement shall terminate automatically at the end of your child's Upper Sixth Year.



15. Force Majeure

(a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act 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).

(b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and 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 by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

(c) Subject to Clause 14(b), 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 months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying fees in lieu.

(d) Subject to Clause 3(h), 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 his or her 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:

you shall, in consultation and cooperation with the School, use all reasonable endeavours to:

i) mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement 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 participating remotely); and

ii) resume the performance of the obligations as soon as reasonably possible;

(e) In circumstances where, following the efforts made and steps taken under Clause 15(d)(i), 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, prorated accordingly) during the continuance of the force majeure; and

(f) 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 months you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's fees in lieu.

16. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Enrolment Agreement. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Enrolment Agreement as having been made to both or all such persons. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

17. Jurisdiction and Governing Law

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

18. Variations

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. Whenever revisions are required, a current version of this contract will be uploaded to the Parent Portal section of the School website for ease of reference.

January 2025