

# Standard Terms & Conditions

October 2020

LEARNING FOR LIFE



Wellington  
SCHOOL

# Standard Terms and Conditions

## 1. INTERPRETATION

In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

The clause headings are provided for convenience but do not form part of these Terms and Conditions.

Definitions given in the plural apply to the singular person also and vice versa.

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|-----|-----------------------------|--|
| 1.1 | <b>Acceptance Form</b>      | The proforma used by the School for the acceptance of the offer of a place for a Pupil.  |
| 1.2 | <b>Boarding</b>             | Boarding includes both full and weekly boarding.   |
| 1.3 | <b>Complaints Procedure</b> | The School's procedure for handling complaints from Parents, as amended from time to time. It does not form part of the contract between you and the School. A copy of the most up-to-date procedure is on the School's website and is otherwise available from the School at any time upon request.   |
| 1.4 | <b>Notice</b>               | Written notice which, when required to be given by Parents, must be addressed to the Head and delivered personally, or by means of recorded or guaranteed delivery post. In the case of personal delivery the onus of proof of delivery lies upon the Parents, and it is recommended that acknowledgement of receipt is obtained.  |
| 1.5 | <b>Parents or "You"</b>     | Those with Parental responsibility for a Pupil and each person who has signed the Acceptance Form, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form.   |
| 1.6 | <b>Pupil</b>                | Child named on the Acceptance Form and a registered pupil of the School.   |
| 1.7 | <b>Registration Form</b>    | The proforma used by the School for the registration of a prospective pupil.   |
| 1.8 | <b>School Rules</b>         | The rules and regulations made and published by the School from time to time. These are usually contained in the booklet entitled Information for Parents and Pupils which is published annually in the Parent Handbook. The term includes not only the items set out under the heading Conduct and Discipline in the Parent Handbook but also other requirements of the School contained in the Parent Handbook where those requirements are obligatory rather than advisory. |

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|------|-----------------------------------|--|
| 1.9  | <b>Schedule of Fees</b>           | The note of the School's prevailing fees notified to you from time to time, a copy of which is published on the School's website and available from the School at any time upon request. |
| 1.10 | <b>Term</b>                       | The period commencing with the first day and ending with the last day of each School term, as published in the school calendar and on the website.                                       |
| 1.11 | <b>The Governors</b>              | Those persons appointed from time to time under the provisions of the School's charitable scheme who are responsible for the governance of the School.                                   |
| 1.12 | <b>The Head</b>                   | The Headmaster of the School and any person to whom the Head's functions have been properly delegated.   |
| 1.13 | <b>The School or "We" or "Us"</b> | We are Wellington School 1837, a company registered in England. Our company registration number is 9316033 and our registered office is at South Street, Wellington, Somerset TA21 8NT.  |
| 1.14 | <b>Early Years</b>                | Wellington Nursery School and Reception class.   |
| 1.15 | <b>Nursery School</b>             | Wellington Nursery School  |

**The Acceptance Form, the Schedule of Fees, the School Rules** and these terms and conditions, all of which may be varied from time to time, form the terms of an agreement (the "contract") between you and the School. It is not intended that the terms of the contract shall be enforced by your child or by any other third party.

## **2. THESE TERMS AND CONDITIONS**

These terms and conditions are believed to provide a fair balance between the rights and obligations of the School, Parents and Pupils.

### **3. THE CONTRACT - ACCEPTANCE & DEPOSIT**

- 3.1 An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.
- 3.2 Acceptance of the offer of a place at the School for a Pupil must be signed. This act of acceptance will create a binding contract between the School and the individuals signing the Acceptance Form and if there are more than one, with those persons jointly and severally. The contract incorporates these Terms and Conditions.
- 3.3 The deposit is non-refundable if, having accepted a place, your child does not then take up that place at the School. The exception to this is where the School fills the vacancy created by your child's withdrawal, in which case the School shall refund the deposit to you less any reasonable administration costs.
- 3.4 The deposit will form part of the general funds of the School until it is credited without interest to your final fee invoice.

#### **4. AIMS OF THE SCHOOL**

- 4.1 The School aims to encourage respect and consideration for the rights and feelings of others, to develop the self esteem of all its members, and to create the conditions whereby students and staff are treated solely on the basis of their merits, abilities and potential.
- 4.2 The School adheres to the School's Equality policy, a copy of which is available on the School's website.

#### **5. CARE AND CONTROL OF PUPILS**

##### **A) The School's Obligations**

- 5.1 Whilst a Pupil is attending the School, the Parents give authority to the Head to take such decisions on behalf of the Parents as are necessary for the safety and wellbeing of the Pupil. These include consent to emergency medical treatment. If your child requires urgent medical attention while under the School's care, we will, if practicable attempt to obtain your prior consent. However, if it is not practicable to contact you we will make the decision on your behalf. If, for example, where consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion) unless you have previously notified us in writing that you object to any specific treatment.
- 5.2 The School expects Pupils to work hard, to attend classes, co-curricular activities and functions regularly and promptly, and to behave in a disciplined and well-mannered way and in accordance with the School Rules.
- 5.3 While your child remains a Pupil of the School, we will 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 and run by the School. The School 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 School staff in the course of their employment.
- 5.4 To ensure conformity with what the School expects of Pupils and in applying the School Rules, the Head will impose such reasonable sanctions as he considers appropriate. Corporal punishment is not used. Parents are supplied with a copy of the School Rules, which form part of these Terms and Conditions. Parents have an obligation to ensure that any Pupil for whom they are responsible understands the School Rules.
- 5.5 Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- 5.6 We shall monitor your child's progress at the School and produce regular grades and/or 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 conditions. We may seek your permission to liaise with other suitable outside agencies who may be able to support your child. A formal assessment can be arranged either by you or by the School at your expense. Whilst the School will make reasonable adjustments to meet your child's needs, 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 needs.

## **B) The Parents' Obligations**

- 5.7 In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, the Head and School staff need your co-operation, including in particular by:
- i. maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this contract);
  - ii. encouraging your child in his or her studies, and giving appropriate support at home;
  - iii. 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 for your child);
  - iv. ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
  - v. 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);
  - vi. attending meetings and keeping in touch with the School where your child's interests so require; and
  - vii. being supportive of the School in conversations outside the School and not bringing the good name of the School into disrepute.
- 5.8 Any special circumstances affecting contact with a Pupil (such as a Court Order) or which relate to a Pupil's safety or welfare must be notified to the Head by the Parents as soon as practicable after those circumstances arise. Such notification should normally be given in writing, but in special cases or emergency may be communicated to the Head by telephone or personal visit.
- 5.9 We are entitled to expect that Parents have consulted with each other regarding decisions relating to your child.
- 5.10 If you have cause for concern regarding the safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the School Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request.
- 5.11 We are entitled to treat any instruction, authority, request or prohibition received from one Parent as having been given on behalf of all individuals with Parental responsibility for your child.
- 5.12 Parents give their consent to such physical contact as may accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a child in distress, or to maintain safety and good order, or in connection with the child's health and welfare.
- 5.13 Once a Pupil has been signed out of the Nursery School or the Prep School, they become the Parents' sole responsibility. Likewise, where a Pupil signs out of the Senior School during School hours they will become the Parents' responsibility. The School will do all that is reasonable to ensure that your child remains in the care of the school during school hours but we cannot accept responsibility for the Pupil if he/she leaves school premises in breach of school rules. The School is not legally entitled to prevent a Pupil aged 16 years or over from leaving school premises during school hours and cannot accept responsibility for the welfare of a Pupil while off the school premises unless as part of a supervised or school-sponsored activity during term time or on an authorised school trip.

## **6. HEALTH**

- 6.1 The Head may at any time require a Pupil to be medically examined, where the Head considers it necessary as a matter of professional judgement in the interests of the Pupil and/or the School community. The report or record of the examination may be communicated by the Head to any other person or body whom he considers should be informed for the benefit or welfare of the Pupil or other Pupils. Parents must inform the School in writing of any known health or medical condition, allergy or special educational need(s) that your child has or subsequently develops, whether long-term or short-term, including any infections, or of any other matter affecting your child's ability to take part fully in the activities of the School, whether academically or otherwise.
- 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 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 passed. Where it is considered appropriate in such circumstances we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- 6.3 You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. These would include any court order or undertaking given to a court which may deal with or impact upon:
- 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.

## **7. ADMISSION TO THE SCHOOL**

- 7.1 A Pupil will be considered for admission to the School upon receipt of a completed Registration Form together with the registration fee. Admission is subject to the availability of a place and to the Pupil satisfying the School's entry requirements and is at the discretion of the Head.
- 7.2 If a Pupil is considered suitable and a place is available, a written offer of admission will be made to the Parents. If the offer is not accepted by the date and upon the conditions set out in the offer (including the payment of any deposit) the School reserves the right to withdraw the offer.
- 7.3 Admission to the Nursery does not guarantee entry to the Prep School and admission to the Prep School does not guarantee entry to the Senior School. Pupils seeking to move up through the School will be required to meet the same standards academically and otherwise as other prospective entrants.
- 7.4 Pupils in Year 11 will be required to satisfy entry requirements in order to progress to the Sixth Form. The minimum requirement is 3 x 6 and 3 x 4/5 grades at GCSE.

## **8. FEES AND EXTRAS**

### **8.1 Items included**

- 8.1.1 From Reception onwards, the termly fee for day Pupils includes the provision of tuition, most textbooks and exercise books. In addition, for boarders, accommodation and School meals during term time are included.
- 8.1.2 From Reception onwards, other items such as lunches for day Pupils, fees for public examinations, educational visits and optional subjects such as vocal or instrumental tuition are charged as extras. Requests for such items by a Pupil will be accepted by the School as having been given with the authority of the Pupil's Parents.
- 8.1.3 Payment for wilful damage by a Pupil or Parents to property belonging to or legitimately left

at the School may be recovered from Parents as an extra.

8.1.4 For details on items included in Nursery fees, please see the Wellington School Nursery Fee Schedule.

## 8.2 **Payment of fees and extras**

8.2.1 From Reception onwards, the School's preferred method of payment is in lump sum at the beginning of term. Collection of instalments by Direct Debit over 10 months is also possible (August to May inclusive). Extras for the previous term are recovered with the September, February and May instalments.

8.2.2 A late payment charge of £150 per fee per term may be made when the sum due is not received in accordance with the terms of the invoice. In addition, interest will be charged on fees and extras not paid on the due date at 2% above the base rate or as decided by the Governors from time to time and notified to Parents on the fee invoice. Where payment is made by Direct Debit, a charge of £30 may be made for any payment not collected for example through lack of funds.

8.2.3 Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness, events such as those listed in clause 22.1 or otherwise. If 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.

8.2.4 The School reserves the right to exclude a Pupil whose fees or extras are not paid by the due date.

8.2.5 For details on payment of Nursery fees, please see the Wellington School Nursery Fee Schedule, available from the Admissions Office and on the website.

## 8.3 **Responsibility for payment**

Unless the School otherwise agrees in writing, payment of fees and extras is the joint and individual responsibility of those who sign the Acceptance Form. This is because our contract applies to both of you together and to each of you on your own. The acceptance of payment by the School from a third party does not in any way affect this liability, and the School reserves the right to refuse to accept payment from a third party. Debts due to the School will be recovered, if appropriate, by legal action. Parents will be responsible for all costs, fees and expenses incurred in the recovery of outstanding fees and extras.

## 8.4 **Instalment arrangements**

At the School's discretion, the fees which are or will fall due in relation to any term can be paid in instalments. If the School agree, then the School and those responsible for paying those fees will agree separately in writing the amount of each term's fees that is to be deferred and the anticipated schedule of instalments by which the deferred amount is to be paid. Any such arrangement will cease immediately if there is default and the full amount of any fees or extras then due become immediately payable and interest will run from that date. As shown in clause 8.2.2 above a charge of £30 may be made if default of collection of Direct Debit occurs.

## 8.5 **A Deposit**

A Deposit in respect of fees and extras will be required in respect of all Pupils on first entering the School. The deposit will be applied towards the discharge of any sums due to the School at the end of the Pupil's final Term at the School, and any balance will be refunded to the Parents.

The deposit charged is as follows;

International Pupils	£5000
UK Pupils including Nursery	£400
Sixth Form Foundation Pupils	£5000

## **9. CANCELLATION OF ACCEPTANCE, WITHDRAWAL, REMOVAL OR SUSPENSION, EXCLUSION AND CHANGE OF STATUS OF A PUPIL**

### **9.1 Cancellation of acceptance**

The School has the right to demand the payment of fees in lieu of notice, if a place which has been accepted is not taken up and the correct period of notice of cancellation is not given. In the case of the Nursery, the period of notice is one month and from Reception onwards the period of notice is one term. From Reception onwards, 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 us written notice before the first day of the Term immediately preceding the term in which your child was due to start. This means that if, for example, your child is due to start at the School in September at the start of an academic year then you would need to tell us in writing that you wish to withdraw your acceptance of a place on or before the first day of the preceding Summer Term (i.e. the final Term of the previous academic year).

### **9.2 Withdrawal**

Written notice of withdrawal of a Pupil from the School must be given, and fees in lieu of notice at the relevant day or boarding rate will be due and payable if Parents fail to give proper notice. In the case of the Nursery, the period of notice is one month and from Reception onwards the period of notice is one Term. Provisional notice may be accepted in exceptional circumstances provided prior written approval is obtained from the Head. A notice of withdrawal of your child served under this contract must be in writing and signed by each of you as those with Parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until those with Parental responsibility for the child have signed such notice). A decision by a Pupil over school leaving age to withdraw will be regarded by the School as a decision by the Parents of that Pupil.

### **9.3 Suspension or required withdrawal**

9.3.1 The Head is entitled to suspend or to require the Parents to withdraw a Pupil from the School if the Head reasonably believes, after consultation with the Parents, that the behaviour or performance of the Pupil (including behaviour or conduct outside school) is unsatisfactory and that it is in the interests of the Pupil and/or the School that the Pupil is suspended or withdrawn.

9.3.2 In neither case will a refund of fees be made, but in the case of required withdrawal no fees in lieu of notice will be required.

9.3.3 The Head may in his or her discretion require you to remove your child from the School if the Head considers that your behaviour or conduct (or the behaviour or conduct of either of you) is;

- a) unreasonable;
- b) adversely affects (or is likely to adversely affect) your child's or other children's progress at the School;
- c) adversely affects (or is likely to adversely affect) the wellbeing of School staff;
- d) brings (or is likely to bring) the School into disrepute;
- e) is not in accordance with your obligations under this contract or because we have a legal right to end the contract.

9.3.4 You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this clause 9 reviewed. Any such review shall be governed by the School Complaints Procedure, or in the case of exclusion, by the Exclusions Policy.

#### 9.4 **Permanent Exclusions**

The Head may permanently exclude a Pupil at any time for conduct which the Head reasonably believes is prejudicial to the proper running or reputation of the School. Such conduct may arise on or off the School premises or may be during or outside Term time.

#### 9.5 **Change of status**

Normally a Term's notice will be required if a Pupil wishes to change from boarder to day status. Notice will not normally be required if a Pupil wishes to change from day to boarder status but any such change will be subject to availability of a boarding vacancy at the time.

Normally, one month's notice will be required if you wish to cancel Nursery sessions. Notice will not normally be required if you require additional Nursery sessions but any such change will be subject to availability of those sessions at the time.

#### 9.6 **Reason for notice**

Notice is required in the above cases to enable the School to properly regulate its affairs. The School shall not be required to mitigate its loss, or give credit for any mitigation, or for the fact that a place is subsequently filled.

### **10. PARENTS WHO ARE OVERSEAS**

10.1 Parents who reside (or spend long periods of time overseas) must delegate Parental responsibility to an adult or adults acceptable to the School (the Guardian), who live in the United Kingdom and are readily contactable and available to visit the School if needed. Full details of Guardians must be given to the School in advance and particulars must be kept up to date at all times.

10.2 Parents who are temporarily out of the United Kingdom during Term time must provide an address and telephone number at or through which they can be contacted.

10.3 If the School is required to make or supervise travel arrangements an administrative charge will be made and expenses recovered. It is expected that every reasonable attempt will be made by Parents to conform with Term dates when making flight bookings.

### **11. BOARDING**

11.1 Each boarder shall, unless otherwise agreed in writing by the Head, be registered on the National Health Service List of the School Doctor.

### **12. EXAMINATIONS**

The criterion which will be applied in deciding whether to enter a Pupil for a public examination is whether in the Head's opinion it is in the Pupil's interest to sit the examination.

### **13. REPORTS AND REFERENCES**

It is the practice of the School to provide regular reports to Parents on a Pupil's progress. Those responsible for providing reports will do so in good faith, exercising due care and skill but otherwise without liability on the part of the School. The same conditions apply to any references which may be given during or after a Pupil's time at the School. Testimonials are not provided by the School.

### **14. PUPIL'S PERSONAL PROPERTY**

The School does not accept responsibility for loss of a Pupil's personal property except where such loss is covered by the insurance maintained by the School against fire and burglary or through the School's optional personal property insurance scheme.

Each Pupil is required to have his or her belongings marked in such a way that they are readily identifiable as belonging to him or her.

## **15. DRUG AND ALCOHOL ABUSE**

The School has a Drugs, Alcohol and Tobacco Misuse Policy and procedures are in place for drug testing. This is available on the School website. In signing the Terms and Conditions, you are also agreeing to the terms of the Drugs, Alcohol and Tobacco Misuse Policy. Pupils may be asked to provide samples for drugs testing in accordance with the Policy, or to undertake breath tests where the abuse of alcohol is suspected.

## **16. INTELLECTUAL PROPERTY**

The School reserves to itself all intellectual property rights arising out of projects or activities undertaken jointly by a Pupil with another Pupil or Pupils and/or a member or members of the School staff. Due recognition will be given to the contribution made by a Pupil to any successful project or activity.

## **17. REPRESENTATIONS**

17.1 The School prospectus and the website provide general information about the School. It is believed to be accurate but Parents should verify with the School any particular matters referred to in the prospectus and/or on the website upon which they intend to rely. The prospectus and website do not form part of the contract between Parents and the School.

17.2 The School relies on the information about the Pupil and themselves provided by Parents in the Registration Form and the Acceptance Form. Parents are thereby deemed to warrant that such information is true and complete to the best of their knowledge and to acknowledge that they have an obligation to notify the School of any changes which subsequently occur.

## **18. JURISDICTION**

The proper law of the contract between Parents and the School which incorporate these Terms and Conditions is that of England and both parties agree to submit to the jurisdiction of the English Courts.

## **19. INSURANCE**

You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to the absence of your child or closure of the School premises. The School has comprehensive insurance options available for you to join and details are available from the Accounts team.

## **20. HOW WE MAY USE PERSONAL INFORMATION: REFERENCES, CONFIDENTIALITY AND GENERAL DATA PROTECTION REGULATION**

20.1 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 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.

20.2 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 he or she has left, for the purposes of:

- a. Managing relationships between the School and current Pupils/Parents and fulfilling our obligations under the contract with you;
- b. Promoting the School to prospective Pupils/Parents;
- c. Publicising the School's activities; and
- d. Communicating with the School community and the body of former Pupils.

In respect of (b), (c) and (4), this includes use of such information by the School in the School's prospectus (in whatever format or medium it is produced/made available), on the School's website(s) and, where appropriate the School's social media channels.

**If you wish to withdraw consent at any time you must do so by notifying the Head in writing.**

20.3 You must:

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

Inform the School of any change to you or your child's circumstances (including, where applicable, changes 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.

20.4 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). 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, including from 25 May 2018, the General Data Protection Regulation).

20.5 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). We require your and/or your child's consent to use personal data in some circumstances as detailed in the Privacy Notices distributed with the 'Information for Parents' booklet and available on the School website.

## **21. CHANGES IN OWNERSHIP, ETC**

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 to let you know if we plan to do this. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

## **22. EVENTS OUTSIDE OF OUR, OR YOUR, CONTROL**

22.1 Any event beyond either your or our reasonable control. This may include, by way of example and 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, adverse weather, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination.

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

22.3 If the School is wholly unable to perform its obligations under this contract for a continuous period of more than fourteen (14) consecutive days, you shall not be required to pay the fees for the period affected. Accordingly, and as the case may be, if the fees for the period affected:

22.3.1 have already been paid, then you will be refunded the appropriate proportion of the fees; or

23.3.2 for Reception onwards, have not been paid because the period of the term affected includes the first day of the term (and fees only became due on the first day of the term) then you shall not be required to pay the appropriate proportion of the fees.

If (22.3.2) above applies, then the balance of the fees for the term affected shall be paid by you to the School on the date when the School resumes performance of its obligations under this contract.

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

22.5 Subject to Clause 8.2.3, if your child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:

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

22.5.2 In circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and

22.5.3 If the event continues 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 to the School and without giving notice or paying fees in lieu of notice.

## 23. **TRIPS AND OUTINGS**

We do take Pupils out of the School setting on a variety of occasions. We assume that by signing the Acceptance Form, you agree to your child attending outings during School hours. If you wish to discuss this, please contact the Head.

## 24. **CHANGES TO THESE TERMS AND CONDITIONS**

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications and updated Terms and Conditions will be made available on the School website.