Kew Green Preparatory School

Form of Acceptance of a place

We/I* please print name _____

hereby accept the offer of a place in _____(class) for

_____ (name of pupil) with effect from

_____ 20 ____ and enclose a cheque for £3000 made out to London Preparatory Schools Ltd.

NB. If a pupil is offered a place during the school year and is to attend immediately, fees will be due in the normal manner.

We/I* acknowledge and agree that the terms and conditions attached to this Form of Acceptance as varied from time to time form part of the contract between us/me* and the School. In particular we/I* agree to pay the fees and supplemental charges when due.

Signed by:	…….	……..
	Parent/Guardian*	Date
	…….	…….
	Parent/Guardian*	Date

*Please delete as appropriate

(NB: Each person with parental responsibility for the child is required to sign this Acceptance Form)

Kew Green Preparatory School

Terms and Conditions

A Introduction

These Terms and Conditions reflect the custom and practice of independent schools for many generations and they form the basis of a legal contract for educational services. The terms and conditions are intended to promote the education and welfare of each pupil and the stability, forward-planning, proper resourcing and development of the School.

1. Our prospectus and website are not contractual documents. Please see Section J for further information.

2. **Fees & Notice**: The rules concerning fees and notice are of particular importance and are set out at Sections H & I below.

3. **Managing Change**: This School, as any other, is likely to undergo a number of changes during the time your child is a pupil here. Please see Section J for further details of the changes that may be made and the consultation and notice procedures that will apply.

4. Documents referred to: before accepting the offer of a place, parents and pupils have an opportunity to see any of the other documents referred to in these Terms and Conditions. Please refer to Section J.

B Terminology

5. **"The School"/"We"/"Us"** means Kew Green Preparatory School as now or in the future constituted. The School is part of the **Gardener Schools Group Limited,** formerly named **London Preparatory Schools Ltd,** group as limited by guarantee regulated by its Memorandum & Articles of Association.

6. **"Board of Directors"/"Directors"** means the Directors of **Gardener Schools Group Limited,** formerly named London Preparatory Schools Ltd, who are responsible for governance of the School.

7. **"The Head"** is responsible for the day-to-day running of the School and that includes those to whom any duties of the Head or of the Board of Directors have been delegated.

8. **"The Parents"/"You"** means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions. Parents will ensure that unless the pupil is unable to attend due to illness or injury, the pupil attends all published School events. Those who have **"parental responsibility"** (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.

9. **"The Pupil"** is the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with UK custom.

C Admission and Entry to the School

10. **Registration and Admission**: Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. **"Admission"** occurs when Parents accept the offer of a place. **"Entry"** is the date when a pupil attends the School for the first time under this contract.

11. **Equal Treatment:** The School is a day preparatory school for boys and girls aged 4-11 years. The School has a non-denominational, caring ethos but welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights are respected. We will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under the Equality Act 2010 in order to accommodate the needs of applicants, pupils and members of the staff who have disabilities for whom, after reasonable adjustments, we can cater adequately.

12. **Offer of a Place**: A deposit ("Acceptance Deposit") as shown on the Fees List for the relevant year will be payable when Parents accept the offer of a place. The balance will be repaid by means of a credit without interest to the final account due to the School on leaving. Until credited, the deposit will form part of the general funds of the School.

If a pupil is offered a place during the school year and is to attend immediately, fees will be due in the normal manner.

13. **Birth Certificate**: on the first day of the child's first term a certificate should be produced at the School Office.

D Pastoral Care

14. **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of the school community.

15. **Our Commitment**: We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our school community and the rights and freedoms of others.

16. **Complaints**: Any question, concern or complaint about the pastoral care or safety of a pupil must be notified immediately to a member of staff or in the case of a grave concern must be notified in writing to the Head. A copy of the School's current Complaints Procedure is available on the School website or may be supplied on written request.

17. **Pupil's Rights**: A pupil of sufficient maturity and understanding has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural or adoptive parents. If a conflict of interests arises between a Parent and a Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parent.

18. **Head's Authority**: The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare.

19. **Ethos**: The ethos of this School must be such as to foster good relationships between members of the staff, the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the pupils and parents and we expect the same of pupils and parents in relation to the School.

20. **Physical Contact**: 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 pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare.

21. **Disclosures**: Parents must disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety. This should be disclosed to the School as soon as the condition is diagnosed or known, including prior to accepting a place at the School. Failure to do so may be deemed breach of contact.

22. **Confidentiality**: The Parents authorise the Head to override their own and (so far as they are entitled to do so) a pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote a pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's e-mail communications and internet use.

23. **Leaving School Premises**: We 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 a pupil who leaves school premises in breach of school rules.

24. **Absence of Parents**: When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and

telephone number for twenty-four hour contact with the adult who will have the care of the Pupil. Parents are not permitted to take the Pupil out of the School for holidays during term time.

25. **Photographs**: It is the custom and practice of most independent schools, and of this School, to include some photographs or images of pupils in the school's promotional material such as the prospectus, website or a press release. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Headmaster requesting an acknowledgement of their letter.

26. **Transport**: Parents consent to the Pupil travelling by any form of public or privately owned transport and/or in a School motor vehicle driven by a responsible adult who is employed by the School and duly licensed and insured to drive a vehicle of that type.

27. **Pupil's Personal Property**: Pupils are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.

28. **Insurance**: Parents are responsible for insurance of the Pupil's personal property whilst at school or on the way to and from school or any school-sponsored activity away from school premises. From time to time the School can, via its insurance brokers, offer other forms of insurance such as personal accident benefits or fee refund scheme, but the School does not accept a contractual duty to do so. Parents may obtain further information on application to the Bursar.

29. **Liability**: Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.

E Health and Medical Matters

30. **Medical Declaration**: Parents will be asked to complete a form of medical declaration concerning the Pupil's health and must inform the school in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases.

31. **Pupil's Health**: The Headmaster may at any time require a medical opinion or certificate as to the Pupil's general health where the Headmaster considers that necessary as a matter of professional judgement in the interests of the child and/or the School. A pupil of sufficient age and maturity is entitled to insist on confidentiality which can nonetheless be overridden in the pupil's own interests or where necessary for the protection of other members of the school community.

32. **Medical Information**: Throughout a Pupil's time as a member of the School, the School shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the school community. Such information will be given and received on a confidential, "need-to-know" basis.

33. **Emergency Medical Treatment**: The Parents authorise the Headmaster to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions

within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

F Educational Matters

34. **Our Commitment**: Within the published range of the School's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil and to provide education to at least the standard required by law in the particular circumstances, and often to a much higher standard.

35. **Organisation**: We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Headmaster, is most appropriate to the school community as a whole. Our policy on setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils and may take into account management of friendship groups. Any parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's class teacher, or any other appropriate member of staff, as soon as possible, or contact the Headmaster in the case of a grave concern.

36. **Progress Reports**: The School monitors the progress of each Pupil and reports regularly to Parents.

37. **Sex and Relationships Education:** All pupils will receive health and life skills education together with aspects of Sex and Relationship Education (SRE) appropriate to their age.

38. **Reports and References**: Information supplied to Parents and others concerning the progress and character of a pupil will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Parents 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 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. You consent to us making use of information relating to your child whilst he or she is at the school and after he or she has left for the purposes of managing relationships between the School and current pupils, providing references and communicating with the body of former pupils.

39. **Special Needs and Learning Difficulties**: The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need" e.g. referral to our Learning Support Department. Our staff are not, however, qualified to make a diagnosis of conditions such as dyslexia. These should be diagnosed via a referral to an Educational Psychologist.

40. **Information about Learning Difficulties**: Parents must notify the Headmaster in writing if they are aware or suspect that a pupil has a learning difficulty and the Parents must provide us with copies of all written reports (including Educational Psychologist's) and other relevant information. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Headmaster and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a pupil's special educational needs or disability, even after making reasonable adjustments. Failure to supply such information may be deemed a breach of contract. Submission of an Educational Psychologist's report to the School does not automatically entitle the child to the support outlined in the report. On many occasions, the excellent educational practice on offer at the School incorporates much of what is recommended in an Educational Psychologist's report.

41. **School's Intellectual Property**: The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark (**"intellectual property"**) arising as a result of the actions or work of a pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in creation/development of intellectual property.

42. **Pupil's Original Work**: Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer generated material belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. Parents give consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at school premises until, in our professional judgement, it is appropriate to release the work to the Pupil. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Headmaster and staff.

43. **Educational Visits:** A variety of educational visits will be provided for your child while a pupil here. A general consent form will be signed by you at the start your child's time at the school which entitles the school to escort your child on a school trip within the hours of the normal or slightly extended school day. You will be notified in a letter if there is an additional cost associated with a trip. This will be added to your termly bill.

Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents and require Parents' prior written consent. The cost of residential trips will be payable in advance. The Pupil is subject to school discipline in all respects whilst engaged in a school trip. Liability for any additional costs of special measures, beyond the cost of the trip (such as medical costs, taxis, emergency air fares or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be charged to the parent.

G Behaviour

44. **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Directors to the Headmaster. The Headmaster is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of a pupil is at issue.

45. **Conduct and Attendance**: We attach importance to courtesy, integrity, good manners, good behaviour and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the School, will attend each school day, will be punctual, will work hard, will be well-behaved and will comply with the school rules about the wearing of uniform.

46. **Behaviour Policy**: Parents are requested to read the Behaviour, Rewards and Sanctions Policy, available on our website, carefully with the pupil before they start at the School.

47. **School Discipline**: The Parents hereby confirm that they accept the authority of the Headmaster and of other members of staff on the Headmaster's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the school community as a whole. The School's Behaviour policy which is current at the time applies to all pupils when they are on school premises, or in the care of the School, or wearing school uniform, or otherwise representing or associated with the School.

48. **Investigative Action**: A complaint or rumour of misconduct will be investigated. A pupil may be questioned and his or her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a parent or a teacher of the Pupil's choice.

49. **Procedural Fairness**: Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents so that they can attend a meeting with the Headmaster before a decision is taken in such a case.

50. **Divulging Information**: Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Headmaster has acquired during an investigation.

51. **Drugs & Alcohol**: A pupil may be given the opportunity to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of school discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

52. **Terminology**: In these Terms and Conditions **"Suspension"** means that a pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Directors' Review. **"Withdrawal"** means that the Parents have withdrawn the Pupil from the School. **"Expulsion"** and **"Removal"** mean that the Pupil has been required to leave (**"asked to leave"**) the School permanently in the circumstances described below. **"Exclusion"** means

that the Pupil may not return to School until arrears of Fees have been paid. **"Exclusion"** may also be used as a general expression covering any or all of the other expressions defined in this clause.

53. **Expulsion:** A pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of school discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Headmaster shall act with procedural fairness in all such cases. Parents will be given a copy of the review procedure current at the time. The Headmaster's decision shall be subject to a Directors' review if requested by a Parent. The Pupil shall remain away from school pending the outcome of the review.

54. **Fees after Expulsion**: If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms. There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.

55. **Removal in other Circumstances**: Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School if, after consultation with a pupil and/or parent, the Headmaster is of the opinion that by reason of the Pupil's conduct or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Headmaster shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School.

56. **Fees Following Removal**: If the Pupil is removed or withdrawn in the circumstances described above, the rules relating to Fees and Deposit shall be the same as for expulsion save that the Deposit will be refunded in full without interest.

57. **Leaving Status**: The expression **"leaving status"** has reference to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Headmaster with the Parents and, where appropriate with the Pupil, at the time of the Headmaster's decision.

58. **Directors' Review**: Parents may ask for a Directors' Review of a decision to expel or require the removal of a pupil from the School.

59. **Complaints Procedures**: A complaint about any matter of School policy or administration not involving a decision to expel or remove a pupil must be made in accordance with the School's published complaints procedure, a copy of which is available online and on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

H Provisions About Notice

60. See also section F **"Moving up the School"** and section G **"Behaviour".**

61. **Notice to be given by Parents** means (unless the contrary is stated in these terms and conditions) a term's written notice addressed to and received by the Headmaster personally or signed for by the Headmaster's secretary on the Headmaster's behalf. It is expected that parents will consult with the Headmaster before giving notice to withdraw a pupil.

62. **Fees in lieu of notice** means Fees in full for the term of notice at the rate that would have applied had the Pupil attended.

63. **"A term's notice"** means that the school requires a whole, full term's notice to be given should parents wish to withdraw their child from the school. **To do this, parents must notify us, in writing, by the last day of the term preceding the one at the end of which the child will leave.**

64. **Cancelling Acceptance**: The cancellation of a place which has been accepted is normally a breach of contract which can cause long term loss to the School if it occurs after other families have taken their decisions about schooling for their children. If the Parents cancel their acceptance of a place or the Pupil does not join the School after a place has been accepted and not cancelled, the deposit will be retained by the School.

65. **Withdrawal by Parents:** If a pupil is withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question. The charge of a term's Fees represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.

66. **Prior Consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Headmaster or with the Headmaster's authorised Deputy before notice of withdrawal is given.

67. **Discontinuing Extras**: If you wish to withdraw your child from an activity charged for as supplemental you shall either give half a term's notice to that effect or pay to the school half a term's charges for the activity in which your child has ceased to participate.

68. **Termination by the School**: The School may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal. The School would not terminate the contract without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding), and would offer the Parents a Directors' Review of a decision to terminate. The deposit would be refunded without interest less any outstanding balance of the account.

I Fees

69. **Meaning: "Fee"** and **"Fees"** where used in these terms and conditions include each of the following charges where applicable: Registration Fee; Acceptance Deposit; Tuition Fees; Fees for supplemental extras such as charges for lunch, clothing and equipment, photographs and other items ordered by the parent and charges arising in respect of educational visits, and damage where

a pupil alone or with others has caused wilful loss or damage to school property or the property of any other person (fair wear and tear excluded) and late payment charges if incurred.

70. **The fees will cover**: all the costs incurred by the School in the usual course of the education of your child, including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.

71. **Extras include**: Any extra-curricular activities which you agree in advance your child may take part in, such as private music lessons, trips and visits, shall be deemed to be supplemental to items met by the fees and charged for accordingly. Extra educational provision to meet any special needs of your child shall similarly be charged for as supplemental to the fees.

72. **Payment and liability**: The Parents undertake to pay the Fees applicable in each school year. Fees are due and payable before the commencement of the school term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid. Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice, provided they have obtained written consent from the other parent.

The parent shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the client in the recovery of any unpaid Fees regardless of the value of the claim.

73. **Payment of Fees by a Third Party**: An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.

74. **Refund/Waiver**: Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home after public examinations or otherwise before the normal end of term (provided that the School remains open to a pupil who wishes to stay at school during that period); or for any cause other than exceptionally and at the sole discretion of the Directors in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out in Section G above) apply when a pupil is expelled or removed, i.e. asked to leave.

75. **Exclusion for Non-Payment**: The right is reserved on three day's written notice to exclude a pupil while Fees are unpaid. The School may also withhold any information, character references or property while Fees are unpaid. A pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion. (A term's Fees in lieu of

notice will then be payable in accordance with the Provisions about Notice in Section H.) You consent to the School informing any other school or educational establishment to which you propose to send your child about any outstanding fees.

76. **Late Payment**: Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be 3% above the base rate of the Bank of England. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.

77. **Part Payment**: Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.

78. **Appropriation**: The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.

79. **Fee Increases**: The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you prior to the end of the penultimate term before the increase is to take effect.

80. **Money Laundering**: Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

J General Contractual Matters

81. **Management**: It is our intention that the terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the school community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our school community and to ensure compliance with the law.

82. **Legal Contract**: The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.

83. **Change**: This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations, the disciplinary framework, and the length of school terms. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

84. **Consultation**: It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, however, parents will be consulted and given at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care. We reserve the right to change or add to these terms and conditions from time to time for legal, safety and 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 before they are to take effect.

85. **Changes in Ownership**: For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all parents in relation to such changes.

86. **Communication**: All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any changes of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Headmaster and sent to the School's address. If sent by first post, notice shall be deemed to have been given on the second day after posting.

87. **Representations**: Our prospectus and website describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the parents and the School. The website also contains the School's range of policies. Parents wishing to place specific reliance on a matter contained in the prospectus or website (including confirmation that a policy appearing on the website is the current version) or a statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.

88. **Third Party Rights**: Only the School and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

89. **Interpretation**: These terms and conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions. Examples given in these terms and conditions are by way of illustration only and are not exhaustive.

90. **Jurisdiction:** This contract was made at the School and is governed exclusively by English law.