Broughton Manor Preparatory School

TERMS AND CONDITIONS

What these terms cover. These are the terms and conditions on which we provide the Services (as defined below).

Why you should read them. Please read these terms and conditions carefully before you accept our offer of a place at the School for your child. These terms and conditions tell you who we are and how and on what basis the School will provide the Services.

If you think there is a mistake in these terms and conditions, or if anything is unclear or you would like to have something further explained to you, then please contact the School Admissions team to discuss.

1. Definitions

1.1 *Meanings of some words and phrases we use in these terms and conditions.*

In these terms and conditions:

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

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

"**Complaints Procedure**" means the School's procedure for handling complaints from parents, as amended from time to time. It is not intended to form part of the contract between you and the School;

"Conditions of Award" means the supplemental terms and conditions relating to the award of a bursary;

"**contract**" has the meaning given in Clause 1.3 below;

"**deposit**" means the amount set out and referred to as the deposit in the Acceptance Form (and that is separately set out in the Schedule of Fees);

"**Education Services**" means the School's provision of classes, lessons and related or ancillary services (including pastoral and welfare services etc) to your child;

"**Fees**" means the School Fees plus any and all Specified Charges, being the total amount payable by you to the School for the Services each term;

"**fees in lieu of notice**" means a term's School Fees, calculated in accordance with (as applicable) Clause 3.3 or Clause 5.1. Where applicable, fees in lieu of notice will be reduced to take account of any discount or bursary awarded to you;

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

"**Parent Code of Conduct**" means the policy which sets out our expectations concerning the conduct and behaviour of our parents, as may be amended from time to time;

"**Schedule of Fees**" means the list setting out the price for each of the Services;

"**School Rules**" means the body of rules and policies of the School which set out our expectations concerning the conduct and behaviour of our pupils and parents, as may be amended from time to time;

"**Services**" means all the services to be provided by the School on the terms and subject to the conditions of this contract, including Education Services (which are covered by the School Fees) and any other services (which are covered by a Specified Charge);

"**School Fees**" and "**Nursery Fees**" means the termly fees for the provision of Education Services, as set out in the Schedule of Fees. School Fees relate to pupils in Reception or older year groups. Nursery Fees relate to pupil in year groups below Reception class;

"**Specified Charges**" means the charges for each Service excluding Education Services, as set out in the Schedule of Fees;

"**term**" means a term of the School as published on the School's website;

1.2 "a term's notice" means written notice given not later than the first day of the term before the term to which the notice relates. For example, a term's notice is required to withdraw your child from the School; so, if you wish to withdraw your child such that they do not return for the autumn term, you need to tell us in writing about the withdrawal on or before the first day of the summer term immediately before;

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

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1.2 below; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a holder of parental responsibility for the child.

In these Terms and Conditions, we sometimes provide illustrative examples by using the words "**for example**", "**includes**" or "**including**", which are not exclusive or limiting examples of the matter in question.

1.3 *Who we are*. We are We are Broughton Manor Preparatory School Limited, a company registered in England and Wales. Our Company Registration Number is 12759391, and our registered office is at C/O Clyde & Co Llp, St Botolph Building, 138 Houndsditch, London, EC3A 7AR. Our VAT registration number is 477 23034 86.

1.4 *Our contract with you*. The **Acceptance Form**, the **Schedule of Fees**, the **Conditions of Award**, and these **terms and conditions** (as in each case may be amended from time to time) form the terms of the **contract** between you and the School. It is not intended that the terms of this contract will be enforceable by your child or by any other third party.

2. Acceptance and Deposit

2.1 *How you accept our offer of a place*. An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.

2.2 *The status of the deposit*. The deposit will be held as security in respect of the performance of your obligations under this contract. The deposit remains your property and does not form part of the general funds of the School unless and until it is applied or forfeited in accordance with this contract. Subject to Clause 2.3, the deposit will be returned to you on your child's leaving.

2.3 *Circumstances where the deposit will not be returned to you.* You authorise us, and we will be entitled to, retain, deduct from or otherwise apply the deposit (as applicable), if:

2.2.1 you fail to pay the School's final invoice;

2.2.2 you owe the School fees in lieu of notice (whether in accordance with Clause 3.1 or Clause 5.1);

2.2.3 your child does not take up their place at the School, in accordance with Clause 3;

2.2.4 your child is excluded or required to be removed from the School, in accordance with Clause 7.4.2; and/or

2.2.5 the School terminates the Parent Contract, in accordance with Clause 14.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the School and what happens if you withdraw at that stage.*

3. **Withdrawing your acceptance of a place before your child joins the School**

3.1 *Notice to withdraw your acceptance of a place before your child joins the School*. **If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must either give us a term's notice to that effect or pay to the School fees in lieu of notice**. For example, to withdraw your acceptance of a place starting in September you would either need to tell us on or before the first day of the preceding summer term or pay fees in lieu of notice. 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 (14) days of the date you accept our offer (in accordance with Clause 2.1) or pay fees in lieu of notice.

3.2 *If we receive notice*. **If you provide notice in accordance with Clause 3.1, no fees in lieu of notice will be payable but as you have not taken up your child's place at the School you will forfeit the deposit**. The only exception to this is where you have provided notice in accordance with Clause 3.1 above and the School actually fills the specific place created by your child's withdrawal, in which case the School will refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs. You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to fill the vacancy created by your child's withdrawal.

3.3 *If we do not receive notice*. **If you do not provide us with notice in accordance with Clause 3.1 (or if no notice is provided at all) fees in lieu of notice will be payable by you and will become due and owing to the School upon demand as a debt.** The fees in lieu of notice will be charged at the rate applicable for the term when your child was due to start. The School will apply the deposit you have paid (without any entitlement to repayment under Clause 3.2 above) as payment of the fees in lieu of notice you will owe us.

4. **School Fees, Specified Charges and payment**

4.1 *School Fees*. Unless set out in the Schedule of Fees or notified to you at any time, the School Fees cover the provision of Education Services.

4.2 *Specified Charges*. The Specified Charges are payable in respect of each Service excluding Education Services. Please see the Schedule of Fees for further information.

4.3 *VAT and applicable taxes*.

4.3.1 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).

4.3.2 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.

4.3.3 In some cases, the School may send you invoices for services provided to you by a third party where the School is acting as agent for that third party. Where this happens, the School will either provide details of these agency arrangements in our invoice or contact you separately to provide such information.

4.3.4 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 (14) days of the School notifying you.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it deals with your responsibility to pay the School Fees and Specified Charges.*

4.4 *Who is responsible for payment*. **Each of you is responsible for ensuring that all of the Fees are paid to the School. This is because our contract applies to both of you together and each of you on your own**. In practice this means that if any of the Fees have not been paid then the School can, in its discretion, choose to seek payment of the amount outstanding from either or both of you. The only exceptions to this are set out in Clause 4.5 immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the School, and do not extinguish either of your responsibility for the Fees due under this contract.

4.5 *How one parent can remove him/herself from their payment responsibility and circumstances where the School may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract*. A parent may be removed from their payment responsibility under this contract, but that parent **must** have obtained the prior written consent of both the School and the other parent who has signed the Acceptance Form. Separately, the School may agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless we agree otherwise in writing.

4.6 *How bursary awards are treated*. A bursary or other award may be amended or withdrawn in accordance with the Conditions of Award or the terms upon which such award is made and/or if, in the opinion of the Head: (a) your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you, including in relation to an application for the award)) no longer merit the continuation of the award; (b) the School decides not to continue providing the bursary, either in whole or in part; or (c) you have withheld or misrepresented information as part of, or in connection with, your application for (or our award of) the bursary. If your child has been awarded a bursary which includes financial assistance (e.g., by way of fee remission):

4.6.1 your responsibility will be to pay the amount of Fees due after taking account of that award;

4.6.2 if you withhold or misrepresent information as part of your application, the School may withdraw the award with immediate effect on written notice to you and the School may demand repayment of the award in whole or in part; and

4.6.3 if, for any other reason, the financial assistance within the award may be withdrawn or amended, the School will give you notice before the end of the penultimate term before the withdrawal or amendment. If you then wish to withdraw your child, you must give notice in accordance with (as applicable) Clause 3.1 or Clause 5.1.

4.7 *How the School Fees are charged and payment requirements*. The School Fees are charged on a termly basis, regardless of the length of any term and regardless of your child's year group. **Each term's School Fees fall due for payment by you on or before the first day of that term by bank transfer**. Each term's School Fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the Fees under Clause 4.5 above). **We may not allow your child to attend the School if you do not pay the School Fees on time**.

The School may agree that the School Fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the School and those responsible for paying those School Fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each year will need to be paid in not more than ten instalments (unless otherwise agreed in writing by the School).

4.8 *Payment of Specified Charges*. All Specified Charges for each term (and for other unpaid Specified Charges that were agreed during the previous term) may be invoiced separately before the start of the next term ***or*** included in the School's invoice for the School Fees. All such Specified Charges must be paid in full by direct bank transfer on or before the first day of the next term ***or*** the date specified in our invoice.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out what rights we have, and what action we may take, if the Fees are not paid in accordance with these terms and conditions.*

4.9 *Consequences of non-payment or late payment*. If you do not make any payment to the School by the due date for payment, we may:

4.9.1 refuse to allow your child to attend the School, withhold any references, and/or withdraw sponsorship of your child's *Child Student Visa* or *Student Visa* (if applicable) while the School Fees remain unpaid or if there is a repeated or persistent failure by you to pay the School Fees on time. This applies in addition to our right to terminate this contract under Clause 14;

4.9.2 refuse to allow your child to participate in or receive the relevant Service while the applicable Specified Charge remains unpaid;

4.9.3 charge interest on the overdue amount at the rate of 8% a year above the base rate from time to time. 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 judgment against you;

4.9.4 charge you the costs we incur in recovering, or attempting to recover, any unpaid amount from you (including reasonable legal costs); and/or

4.9.5 inform any other school or educational establishment to which you propose to send your child of any non-payment or late-payment.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets our right to increase the School Fees during the course of your child's time at the School.*

4.10 *Our ability to increase the School Fees*. We will review the School Fees (usually annually) and may increase them. Notice of an increase in the School Fees will be sent to you before the end of the penultimate term before the increase is to take effect. For example, if the School Fees are to increase at the start of the autumn term, we will notify you before the end of the preceding spring term. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is due to take

effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 3.1 or Clause 5.1.

4.11 *Our ability to increase fees for Nursery*. We will review the Nursery Fees (usually annually) and may increase them. Notice of an increase in the Nursery Fees will be sent to you eight weeks in advance of the start of the term that they are due to take effect.

4.12 *Our ability to increase the Specified Charges*. We will review the Specified Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Specified Charges before the end of the penultimate term before the increase is to take effect. If you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 3.1 or Clause 5.1.

4.13 *Fees will not be reduced due to your child's absence or the School's closure etc*. Fees will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home because we are providing Education Services remotely for whatever reason. If your child takes study leave at home before or during examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of Fees will be made in respect of any periods spent at home.

4.14 *Information on your identity and the source of funds*. From time to time, we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:

4.14.1 your identity;

4.14.2 your child's identity;

4.14.3 that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;

4.14.4 your child's right to enter, live and study in the United Kingdom;

4.14.5 the legitimate source of funds you are using to pay the Fees; and

4.14.6 information provided to us as part of, or in connection with, an application for (or our grant of) a bursary/ award.

You must promptly provide the School with the information and documentation we ask for,including by any deadlines we might specify in writing.

4.15 *Allocation of payments to your Fees account.* The School is entitled to allocate payments from you to your account as it sees fit. For example, the School is entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out what period of notice we require from you if you wish to withdraw your child from the School or remove your child from participating in or receiving a Service for which there is a Specified Charge.*

5. Notice Requirements

5.1 *Notice to withdraw your child from the School*. **If you wish to withdraw your child from the School, you must either give us a term's notice or pay to the School fees in lieu of notice.** Those fees in lieu of notice will be charged at the rate for the term that would have been the final term of your child's education, had you given a term's notice (and not the rate for the term when you gave notice). For example, if you wish to withdraw your child such that they do not return for the autumn term then you would either need to tell us in writing on or before the first day of the preceding summer term or pay fees in lieu of notice (at the rate applicable for the autumn term). The School will apply the deposit you have paid (without any entitlement to repayment under Clause 3.2) as payment of any such fees in lieu of notice.

5.2 *When the relevant amount of fees in lieu of notice must be paid*. In cases under Clause 5.1 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.

5.3 *Notice to withdraw your child from participating in or from receiving a Service covered by a Specified Charge which is optional*. If you wish to withdraw your child from participating in or receiving a Service which is covered by a Specified Charge and which is optional, you must either give a term's notice to that effect or pay to the School as a debt a term's Specified Charges for the relevant Service in which your child has ceased to participate or receive.

5.4 *Withdrawal part-way through a term does not reduce the amount you owe to the School*. 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 or receive a Service part-way through a term.

6. School Rules

6.1 *Compliance with the School Rules and Parent Code of Conduct*. It is a condition of remaining at the School that you and your child comply with the School Rules and the Parent Code of Conduct. In addition, you must ensure that your child attends School in accordance with our Attendance Policy, attends punctually, and that your child conforms to any rules of appearance, dress and behaviour we may issue.

6.2 *Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media*. **The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media**. We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate or necessary for the School to do so in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7. Suspension, Exclusion and Required Removal

7.1 *The Head's discretion to suspend or exclude your child from the School*. The Head may in their discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside School or online) is unsatisfactory and/or the suspension or exclusion is in the School's best interests and/or those of your child or other children.

7.2 *Where you can find examples of offences punishable by suspension or exclusion*. The School Rules, the School's Positive Behaviour and Exclusions Policy set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive, and the Head may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.

7.3 *The Head's discretion to require you to remove your child from the School*. Instead of exclusion or suspension, the Head may in their discretion require you to remove your child from the School if the Head considers that:

7.3.1 **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or represents a serious or persistent breach of the Parent Code of Conduct or any code of conduct in place with regards to parents; and/or causes a breakdown of trust and confidence; and/or adversely affects (or is likely to adversely affect) your child's and/or other children's progress at the School, and/or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute (among the School community or the general public); and/or is not in accordance with your obligations under this contract. The School's Positive Behaviour and Exclusions Policy and Parent Code of Conduct set out a non-exhaustive list of examples of parental conduct that is likely to warrant required removal; and/or

7.3.2 your child's attendance and/or progress at the School is unsatisfactory; and/or

7.3.3 separate to the Head's discretion to suspend or exclude your child under Clause 7.1, your child's conduct or behaviour (including conduct or behaviour outside School), is unsatisfactory; and/or

7.3.4 the School is unable to meet your child's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child; and/or

7.3.5 the required removal is in the School's best interests (including our staff) and/or those of your child and/or of other pupils.

7.4 *What happens if your child is suspended, excluded or removed from the School*. Should the Head exercise his or her right under either Clause 7.1 or Clause 7.3 above:

7.4.1 you will not be entitled to any refund or remission of Fees due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;

7.4.2 in respect of exclusions under Clause 7.1 and required removals under Clause 7.3.1 and Clause 7.3.3, the deposit will be forfeited and retained by the School; and

7.4.3 in respect of all exclusions and required removals, fees in lieu of notice will not be payable and any Fees that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.

7.5 *Impact of exclusion or required removal on this contract.* This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School and the School will stop providing the Services.

7.6 *Your right to have decisions to exclude or require the removal of your child reviewed*. You are entitled to have any decisions taken by the Head to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the final stage of the Complaints Procedure.

8. The School's Obligations

8.1 *The period of your child's schooling*. Subject to these terms and conditions, the School will provide the Services and accept your child as a pupil from the time of joining the School until the end of his or her preparatory schooling [i.e. to the end of Year 6.

8.2 *The scope of our duty to exercise reasonable skill and care*. We will exercise reasonable skill and care in the provision of the Services. 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. **We cannot accept any responsibility for your child while off the School premises unless he or she is taking part in a School activity or otherwise under the direct supervision of a member of School staff**.

8.3 *Consent to participation in trips and visits, in contact sports and other sports activities*. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.

8.4 *What happens if your child needs urgent medical attention*. If your child requires urgent medical attention while under the School's care, we will:

8.4.1 take action (for example, by contacting the emergency services);

8.4.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';

8.4.3 share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and

8.4.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.

8.5 *We will give you notice of significant changes*. Our website and prospectus describe the broad principles on which the School is presently run. From time to time, it may be necessary to make changes to any aspects of the School, including to our premises, the curriculum (including its content, structure and the availability of certain subjects), extra-curricular activities or to the manner of providing the Services (including staffing and timetabling of those Services), as a matter of course. Where practicable, we will give you notice of any planned changes that we consider will (or will very likely) have a significant impact on your child's education prior to the end of the penultimate term before the change is to take effect. If you wish to withdraw your child from the School before the proposed change is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 3.1 or Clause 5.1.

8.6 *Your child's progress and needs at the School*. We will monitor your child's progress at the School and produce regular written reports. **We will advise you if we have any serious concerns about your child's progress, but we do not undertake to diagnose dyslexia, ADHD, or other conditions.** A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments. Please note that any additional

support required in connection with your child's special educational needs may incur a Specified Charge.

8.7 *Religious observance and relationships and sex education (RSE) and health education*. Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School's policies.

9. The Parents' Obligations

9.1 *We require your cooperation to fulfil our obligations under this contract*. You must co-operate with the School and School staff in good faith, including by:

9.1.1 maintaining a constructive relationship with School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);

9.1.2 complying with the Parent Code of Conduct and any policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time;

9.1.3 encouraging your child in their studies, giving appropriate support at home, and ensuring your child attends school in accordance with our Attendance Policy;

9.1.4 keeping the School up-to-date and informed about matters which affect or may affect your child;

9.1.5 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 any of them, are not withheld and are shared in a timely and transparent manner;

9.1.6 engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the School's provision of the Services; and

9.1.7 attending meetings and keeping in touch with the School where your child's interests so require.

9.2 *You must notify us of your child's health/medical conditions or special educational needs*. **It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child.** You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has at the time of joining the School or which subsequently changes or develops after joining the School, whether underlying, long-term, or short-term, including any infections or injuries. You must also promptly provide us, whether upon further request by the School or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the School in relation to the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14.1.2 below**.

9.3 *Circumstances where we may require you to keep your child away from School*. The School reserves the right to require your child to remain away from School in the following circumstances:

9.3.1 due to a health or safety risk (including a virus, pandemic, epidemic or any other health or safety risk, including circumstances where the School reasonably concludes that your child does or may pose a risk of harm to themselves or others); and/or

9.3.2 where a disciplinary matter is being investigated by the School and this relates to the conduct of your child or engages their (or another child's) safety or well-being. In such circumstances, the requirement to keep your child away from School would be a neutral act during the investigation procedure. (Alternatively, your child may be placed under a special regime if they remain on School premises); and/or

9.3.3 the School considers that this is in the best interests of your child and/or of other pupils at the School; and/or

9.3.4 in accordance with Clause 4.9.1 (i.e. if you do not pay the School Fees in full and on time).

Except in cases under Clause 9.3.4, we may provide Education Services to your child remotely during such period on a temporary basis and to the extent this is reasonable or proportionate. For the avoidance of doubt, the School is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate

9.4 *You must notify us of any special arrangements needed for your child*. You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare, and provide on reasonable request from the School such further information as may be reasonably required by the School to understand the basis for and scope of such arrangements.

9.5 *You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child*. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in relation to your child's attendance at the School and/or the School's provision of education to your child. In any such circumstances you must promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s), having obtained the permission of the court if necessary.

9.6 *We require you to nominate a 'responsible adult' for us to contact in your absence*. Where we notify you that this is a requirement (for example for parents who live overseas), You must complete and submit to the School a parental absence form for your child. This form will nominate a 'responsible adult' (or 'educational guardian') for your child who, amongst other things, can be contacted if the School is not able to contact you and who can look after your child in your absence. If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must also inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

9.7 *Receiving information from you and sharing information with you*. **You must consult with each other so far as significant decisions regarding your child are concerned.** Accordingly, except under Clause 9.9 below or otherwise according to the circumstances, you (and each of you) accept that the School is entitled to treat:

9.7.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

9.7.2 any communication from the School to one of you as having been given to both of you. **Please note that any person who has parental responsibility for your child is entitled to receive certain core information from the School about your child's progress and attainment**. The School will therefore disclose such information as a matter of routine to each such person unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out who needs to sign a notice of withdrawal of your child.*

9.8 *We are entitled to require that notices of withdrawal must be signed by both parents*. **A notice of withdrawal of your child served under this contract (i.e., under any of Clauses 3.1, 4.6, 4.10, 5.1) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School is entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).**

9.9 *You must notify us of your child's absence from School*. The School must be informed as soon as possible in writing of any reason for your child's absence from School. You can do this by contacting the School office. Wherever possible the School's prior consent should be sought for absence from the School.

9.10 *Raising concerns with the School and making formal complaints*. If you have cause for concern about your child's safety, care, discipline or progress you must inform the School as soon as possible. Complaints should be made in accordance with the Complaints Procedure.

10. Insurance

Your responsibility to make your own insurance arrangements. 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 absence of your child or closure of the School premises.

11. How we may use Personal Information; References; and Data Protection

11.1 *References 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 or to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given about them is fair. However, we cannot be responsible for any loss you are 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.

11.2 *You are required to update us of changes to information held, or circumstances relating to, you and/or your child*. You must:

11.2.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and

11.2.2 inform the School of any change to your 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 you or your child that has previously been notified to the School, including relevant contact details.

11.3 *Data Protection Law*. The School will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation

and the Data Protection Act 2018 (each as amended or superseded) and other related legislation. We will process such personal data:

11.3.1 as set out in this Clause 11, and in the School's *'Privacy* Notice' which is available on the School's website, as may be amended from time to time;

11.3.2 to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement. For example, by providing information relating to your child's absence from School to the Local Authority;

11.3.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

12. Intellectual Property Rights

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

13. Changes in Ownership, etc

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out the rights we have, and that you have, to terminate this contract early (that is, before the normal leaving date for the end of your child's schooling which is at the end of Year 6*.

14. Ending this Contract

14.1 *Our rights to end the contract*. In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 7, the School may end this contract at any time by notice in writing to you, without any obligation to return Fees to you and with the deposit being forfeited and retained, if:

14.1.1 you do not make a payment to us when it is due, and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;

14.1.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of the Services by the School to your child (including by misrepresenting at any point in time that your child is legally entitled to enter and study in the United Kingdom when in fact your child is not or any information about your child's health, medical conditions, special educational needs, disability or allergies);

14.1.3 you fail or refuse to provide us at any time with information we require under Clause 4.13; or we are not satisfied with the information you have provided (if any). Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided;

14.1.4 any of the conditions set out in our letter offering your child a place at the School are not satisfied;

14.1.5 your child no longer holds an immigration status which confers a right to study in the United Kingdom;

14.1.6 you (or either of you):

(a) are unable, following our request, to demonstrate that you will be able to pay the Fees due under this contract;

(b) repeatedly or persistently fail to pay the Fees when they fall due for payment;

(c) are otherwise unable to pay your debts as they fall due; or

(d) are the subject of a bankruptcy petition or order, or enter into an individual voluntary arrangement;

14.1.7 you otherwise do not comply with (i.e., you breach) your obligations under this contract (including under Clause 9) such that we have a legal right to end the contract because of something you have done wrong; or,

14.1.8 in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the Services it needs to in satisfaction of its obligations under this contract (including if a decision is taken to close the School (in whole or in part)).

14.2 *Your rights to end the contract*. In addition to where you withdraw your child, you may end this contract at any time by notice in writing to the School if:

14.2.1 you have a legal right to end the contract because of something we have done wrong; or

14.2.2 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

14.3 *When this contract will end if not terminated early*. For the avoidance of doubt and without you or us having to provide notice, this contract will end at the end of your child's schooling (at the end of Year 6).

14.4 *Ending the contract will not affect any accrued rights*. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding Fees. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

15. Events outside of our, or your, control

15.1 *What we mean by an "event outside of our/your control"*. In this Clause 15 "**event**" means any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, or terrorist attack.

15.2 *What happens if we are affected by an event outside of **our** control*. If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School will give you notice in writing. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event (including by providing Education Services remotely, if appropriate), the School will not be responsible for performing those obligations which are prevented or delayed by the event. If the School is wholly and completely prevented from performing all of our obligations as a result of an event (and we are unable to provide Education Services remotely) for a continuous period of more than six (6) months, then either you or we will be entitled to end this contract on written notice.

15.3 *What happens if your child is affected by an event outside of **your** control*. Subject to Clause 4.12 (which means that you are not entitled to a refund or reduction in Fees in cases of illness or absence), if your child is wholly and completely unable to receive any of the Education Services (including remotely) due to reasons caused by an event you must give the School notice in writing :

15.3.1 in consultation and cooperation with the School you must 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;

15.3.2 in circumstances where, following the efforts made and steps taken under sub-clause 15.3.1 above, your child is not able to participate and benefit from any level of provision of Education Services by the School (whether at School or remotely) then you will 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

15.3.3 if the event continues to prevent your child wholly and completely from attending the School or being able to receive any of the Education Services (whether at the School or remotely) for more than six (6) months, you or the School will be entitled to terminate the contract on written notice.

16. Communications between you and the School

16.1 *We will use the contact details held by the School to contact you*. Communications (including notices) will be sent by the School to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details**.

16.2 *How to provide written notice to the School*. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:

16.2.1 sent by email to the School using this email address: info@bmprep.co.uk; or

16.2.2 delivered by hand or post to the School.

We recommend that if you provide notice under any of the above Clauses you telephone the School to confirm receipt if you have not received an acknowledgement from us.

17. The Law that applies to this contract and where legal proceedings may be brought

17.1 *The law that applies to this contract*. The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.

17.2 *Rights in relation to the enforcement of this contract*. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

18. Changes to these Terms and Conditions

Reserving the right to change 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 prior to the end of the penultimate term before the modifications are to take effect. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.