



## Parent Contract – Terms and Conditions

**What these terms cover.** These are the terms and conditions on which we provide educational services.

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

In these terms you will see some parts written in bold, or that are otherwise highlighted to make them stand out. This is in an effort to draw certain provisions to your specific attention because they are important to the good management and operation of the School and our provision of educational services.

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

### 1. **Definitions, interpretation and our contract with you**

(a) *Meanings of some words and phrases we use in these terms and conditions.* 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. Please take note of them.

"**acceptance fee**" means the non-refundable sum which is payable by you on acceptance of a place for your child at the School, being an amount set out in the Schedule of Fees;

"**Acceptance Form**" means the form provided by the School for parents, or others with parental responsibility, to complete when accepting a place for their child at the School;

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

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

"**contract**" has the meaning given in Clause 1(c);

"**deposit**" means the sum payable if you are, or become, resident outside the United Kingdom, being an amount set out in the Schedule of Fees;

"**fees**" means the termly fees set out in the Schedule of Fees;

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

"**Head**" means:

- (i) in the context of a pupil at the Senior School (meaning the part of the School covering years 7 to 13) the person appointed from time to time to be responsible for (or to share in the responsibility for) the day-to-day running of the Senior School, including anyone to whom such duties have been delegated;
- (ii) in the context of a pupil at the Junior School (meaning the part of the School covering the years from nursery to year 6) the person appointed from time to time to be responsible for (or to share in the responsibility for) the day-to-day running of the Junior School, including anyone to whom such duties have been delegated.

"**in writing**" has the meaning given in Clause 16, and the expression "**written**" shall be construed accordingly;

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

"**School Rules**" means the rules of the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School;

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

"**a term's notice**" means written notice, given in accordance with Clause 16, which is to take effect at the end of a term and which is given before the end of the preceding term;

"**terms and conditions**" means these terms and conditions as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School;

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1(b); "**School**" is also used to refer to the premises, facilities and organisation which constitute the School, as the context requires; and

"**you**" means, in relation to a child:

- (i) each person who has signed an Acceptance Form to accept a place for the child at the School; and

- (ii) any other person who has parental responsibility for the child to the extent that the law recognises that such a person is, or has become, a party to this contract; and
- (iii) a person who with the School's express written consent replaces a person referred to in (i) or (ii) above.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding and appreciation of what we are referring to. We do this by using the words "**for example**", "**includes**" or "**including**" and, because we do not intend the examples given to be exhaustive, when we do use these words it means that the examples that are given are not exclusive or limiting examples of the matter in question.

Also in these terms and conditions we use headings to introduce the separate provisions. These headings are for ease of understanding only.

(b) Who we are. We are Bootham School, a company registered in England and Wales. Our company registration number is 1686068 and our registered office is at 51 Bootham, York YO30 7BU.

(c) Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, these **terms and conditions** and (if you participate in our 'Fees In Advance' scheme) the **FIA Terms and Conditions** (as in each case may be varied from time to time) form the terms of a contract (the "**contract**") between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

## 2. Acceptance, acceptance fee and deposit

(a) How you accept our offer of a place. An offer of a place for your child at the School is accepted by your submitting a completed Acceptance Form and paying the acceptance fee and, if required by Clause 2(c), a deposit.

(b) Acceptance fee not refundable. **The acceptance fee is a non-refundable charge for acceptance of a place at the School.** See Clause 3 concerning withdrawal of acceptance.

(c) If you are resident outside the United Kingdom – payment of deposit on acceptance. If you are resident outside the United Kingdom, you shall pay a deposit on acceptance of a place for your child. The deposit will be for the amount specified in the Schedule of Fees.

(d) If you become resident outside the United Kingdom – payment of deposit. If, while your child is a pupil at the School, you become (or will become) resident outside the United Kingdom, you must inform us of this in advance, and you shall pay a deposit before the beginning of such period abroad. The deposit will be for the amount specified in the Schedule of Fees.

(e) Treatment of deposit. If you have paid a deposit pursuant to Clause 2(c) or 2(d), the amount of the deposit will be credited without interest to the final payment of the fees or other sums due to the School on your child's leaving unless your child is removed without due notice or there are other outstanding amounts due to the School. The deposit will form part of the general funds of the School until it is so credited.

**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.

The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about schooling for their children as it means we are less likely to fill the place. This is why we require the period of notice referred to here for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

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

(a) *The period of notice we require.* If you wish to withdraw your acceptance of a place **AFTER** submitting the Acceptance Form and paying the acceptance fee but **BEFORE** your child starts at the School, you must give us written notice before the end of the penultimate term preceding the term in which your child was due to start. Notice must be given in writing in accordance with Clause 16, must be addressed to the Head, must be signed by you, and will only be valid if it is acknowledged in writing by the Head. If you choose to serve notice by email, then the notice must be contained in a signed letter, and a scanned copy of the letter must be attached to the email. *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 last day of the preceding spring term (that is, the spring term of the previous academic year).*

(b) *If we receive that period of notice.* If you provide that period of notice, you will not be entitled to reimbursement of the acceptance fee, but no further fees will be payable. If you have paid a deposit for your child in accordance with Clause 2(c), the School will reimburse the amount of the deposit.

(c) *If we do not receive that period of notice.* If you do not provide us with notice before the end of the penultimate term preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees shall be payable by you and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term when your child was due to start. If you have paid a deposit for the child in accordance with Clause 2(c), the School shall credit the amount of the deposit (without interest) to the payment of the term's fees you will owe us (and you acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to your child.

### 4. **School Fees, Supplemental Charges and Payment**

(a) *What the fees include.* All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials shall be met by the fees unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).

(b) *What the fees do not include: supplemental charges.* We refer to charges for any items that are not covered by the fees (that is, items for which charges are payable by you to

the School in addition to the fees) as "**supplemental charges**". By way of example, any extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination charges shall be charged as supplemental to the fees. Additional costs incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it deals with your responsibility to pay the fees and supplemental charges.

(c) (i) Responsibility for payment. **Each of you who has signed the acceptance form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our contract applies to each of you together and each of you on your own.** Each of you remains liable to the School for all of the fees and supplemental charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. *Each of you has an individual responsibility to ensure that, between you, the fees and supplemental charges owing to the School are paid. In practice what this means is that if fees or supplemental charges have not been paid to the School then, in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from any one of you.*

(ii) How can one person remove him/herself from their payment responsibility. A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice but that person **must** obtain the prior written consent of **both** the School and the other person who has signed the Acceptance Form.

(d) Bursaries and scholarships.

- (i) How bursary etc awards are treated. If your child has been awarded a scholarship or bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. **An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.** Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If, within fourteen (14) days of you being notified by the School that a scholarship or bursary is to be withdrawn, you give the School notice of withdrawal of your child from the School, in accordance with Clause 5(h) and Clause 16, no fees in lieu of notice will be payable by you.
- (ii) Means tested bursaries. Means tested bursaries will be assessed annually by the Bursar and may be adjusted to reflect a change in your circumstances.

(e) How the fees are charged and payment requirements. **Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term.** Each term's 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(c)). The fees must be paid in full by direct bank transfer on or before the first day of the term to which the invoice relates. **We may not allow your child to attend the School if you do not pay on time.**

Through arrangement with the school, school fees may be paid in monthly instalments via School Fee Planner.

(f) Payment of supplemental charges. All supplemental charges for each term (and any outstanding supplemental charges relating to any previous term) will be invoiced and such invoice shall be sent to you before the start of the next term. **All such supplemental charges must be paid in full by direct bank transfer on or before the first day of the then forthcoming term.**

**PLEASE READ THIS NEXT SECTION CAREFULLY- it sets out what rights we have, and what action the School may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.**

(g) Non-payment and its consequences

- (i) Non-payment of fees: refusal to allow your child to attend School. **We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid.**
- (ii) Non-payment of supplemental charges: refusal to allow your child to participate in the relevant activity. **We reserve the right to refuse to allow your child to participate in the relevant extra-curricular activity while the applicable supplemental charge for that activity remains unpaid.**
- (iii) We can charge interest if you pay late. If you do not make any payment to the School by the due date for payment (see Clauses 4(e) and 4(f)) we may charge interest to you on the overdue amount at the rate of 2 per cent a year above the base rate from time to time of the Bank of England. Unless we tell you otherwise in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. **You must pay the School the interest together with the overdue amount.**
- (iv) We can recover our costs for recovering late or non-payments. Unless we expressly agree otherwise in writing with you, you will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the School's favour).
- (v) We can notify other educational institutions of your outstanding payments. **We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.**

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

(h) Our ability to increase the fees. We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect.

(i) Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness 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.

(j) How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School. Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (such that you have made a capital payment in respect of all or part of the fees due under this contract) the School will administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. For the avoidance of doubt, the School shall provide a termly statement of account in respect of the fees and supplemental charges and the difference shall be payable in accordance with the terms of this contract.

(k) Damage done by pupils. The costs of repairs or replacement as a consequence of damage done by pupils, other than fair wear and tear, may be invoiced separately and must be paid as supplemental charges.

**PLEASE READ THIS NEXT SECTION CAREFULLY-** it sets out what period of notice we require from you if you wish to (i) withdraw your child from the School, (ii) change the nature of your child's place at the School, or (iii) remove them from participating in an activity for which there is a supplemental charge.

*Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses.*

## 5. Notice Requirements

(a) Withdrawal of your child from the School at the end of a term. If your child is to be withdrawn from the School at the end of a term (other than at the end of year 13), then:

- (i) you shall give the School notice to that effect, in accordance with Clause 5(h), before the end of the preceding term (this means that if, for example, you wish to withdraw your child at the end of the summer term, then you would need to tell us this on or before the last day of the preceding spring term), or

- (ii) if you fail to give us notice as required under paragraph (i) above but you have given us notice of withdrawal before the end of your child's last term at School, **you shall pay to the School a term's fees in lieu of notice**, at the rate specified in Clause 5(c), **or**
- (iii) if you have not given us notice of withdrawal before the end of your child's last term at the School, **you shall pay to the School two terms' fees in lieu of notice**, at the rate specified in Clause 5(c).

For the purposes of this Clause 5, your child will be treated as having been withdrawn at the end of a term if your child does not attend School the following term.

(b) Withdrawal of your child from the School part-way through a term. **The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due, or to obtain a refund of fees, by withdrawing your child part-way through a term. If your child is withdrawn from the School part-way through a term, then:**

- (i) **you shall pay the full term's fees for the term in which your child is withdrawn, and, in addition,**
- (ii) if you have not given us notice of withdrawal before the end of the term preceding your child's withdrawal, **you shall pay to the School a term's fees in lieu of notice**, at the rate specified in Clause 5(c).

(c) The rate of fees payable in lieu of notice. Where, pursuant to Clause 5(a) or 5(b), you are required to pay a term's fees in lieu of notice (or two terms' fees in lieu of notice), **such fees will be payable at the rate applicable in the term after your child is withdrawn from the School.**

(d) When the relevant amount in lieu of notice must be paid. In cases under Clause 5(a) or 5(b), the appropriate sum in lieu of notice will become payable by you to us as a debt on the first day of the term following the last term in which your child was a pupil at the School.

(e) Notice to change your child's place at the School. **If you wish to change the category of your child's place at the School to a different category, which has a lower level of fees (for example, from a boarding place to a day place, or from a full boarding place to a weekly boarding place) then:**

- (i) **you shall give the School notice to that effect, in accordance with Clause 5(h), before the end of the penultimate term preceding the term in which the change is to take effect** (*this means that if, for example, you wish to change the category of your child's place at the School with effect from September at the start of an academic year, then you would need to tell us in writing that you wish to make this change on or before the last day of the preceding spring term (that is, the spring term of the previous academic year)*), **or**
- (ii) if you fail to give us notice as required under paragraph (i) above, **you shall continue to pay fees at the higher level** (that is, the level that is applicable to the category of your child's place before the change to a different category) **for a full term after the change takes effect.**

(f) Notice to withdraw your child from participating in an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, **you shall either give a term's notice to that effect or shall pay to the School as a debt a term's charges for the activity in which your child has ceased to participate.**

(g) Ceasing to participate in an activity part-way through a term does not reduce the amount you owe to the School. **The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of supplemental charges due, or to obtain a refund of supplemental charges, by your child's ceasing to participate in an activity part-way through a term.**

(h) Method of giving notice. Any notice which you give for the purposes of this Clause 5 **must be given in writing in accordance with Clause 16. Any notice of withdrawal of your child from the School must be addressed to the Head, must be signed by you, and will only be valid if it is acknowledged in writing by the Head. If you choose to serve a notice of withdrawal by email, then the notice must be contained in a signed letter, and a scanned copy of the letter must be attached to the email.**

## **6. School Rules**

(a) Your child must comply with the School Rules. It is a condition of remaining at the School that you and your child comply with the School Rules. In addition, you promise to ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue from time to time (if not already included within the School Rules).

(b) We may undertake drugs testing of your child. **The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules.** The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.

(c) Monitoring your child's email communications, internet use, and use of social media. **The School may, subject to applicable data protection legislation, monitor your child's email communication, internet 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 for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## **7. Suspension, Exclusion and Required Removal**

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

(b) Where you can find examples of offences punishable by suspension or expulsion. The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or

expulsion 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.

(c) The Head's discretion to require you to remove your child from the School. The Head may in his or her discretion require you to remove your child from the School if the Head considers that:

- (i) your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract or because we have a legal right to end the contract because of something you have done wrong;
- (ii) your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children.

(d) What happens if your child is suspended, excluded or removed from the School. Should the Head exercise his or her right under this contract to suspend or expel your child, or to require you to remove your child from the School:

- (i) you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the balance of the term's fees (as well as all unpaid fees and extras) shall remain payable; and
- (ii) your child will have no right to enter the School premises without the written permission of the Head.

(e) Your right to have disciplinary matters or decisions reviewed. You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this Clause 7 reviewed. Any such review shall be governed by the Complaints Procedure.

## **8. The School's Obligations**

(a) Moving up to the Senior School, or into the sixth form. The School shall not be obliged to permit your child to enter the Senior School from the Junior School or, as the case may be, to enter the sixth form (year 12) unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may enter the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations.

(b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. 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 by the School. **We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a School activity or otherwise under the supervision of a member of School staff.** The School shall adhere to and comply with the *National Minimum Standards for Boarding*

*Schools* (applicable from time to time) published under the Children Act 1989 (as amended or superseded).

(c) *Consent to participation in contact sports and similar activities.* Unless you notify us to the contrary, you consent to your child participating in contact sports and in other normal sports and activities which may entail some risk of physical injury.

(d) *What happens if your child needs urgent medical attention.* 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, 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 you object to blood transfusions)).**

(e) *Our right to make changes at the School.* Our prospectus describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises)). **If you wish to place specific reliance on a matter contained in the prospectus, you must seek written confirmation of that matter before entering into this contract.**

(f) *Monitoring your child's progress at the School.* We shall monitor your child's progress at the School and produce regular written reports. **We shall advise you if we have any concern about your child's progress, but we do not undertake to diagnose dyslexia or other conditions.** A formal assessment can be arranged either by you or by the School at your expense. **You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.**

## **9. Your Obligations**

(a) *We require your co-operation.* In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and School staff need your co-operation.

(b) *Examples of the co-operation and assistance we require.* You shall co-operate with the School and School staff in good faith, and including 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);
- (iii) encouraging your child in his or her studies, and giving appropriate support at home;
- (iv) 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);

- (v) 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;
- (vi) providing cooperation and assistance to the School so that your child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and
- (vii) attending meetings and keeping in touch with the School where your child's interests so require.

(c) You must notify us of your child's health/medical conditions or special educational needs. **It is a condition of your child's joining the School that you complete and submit to the School a health questionnaire in respect of your child.** You must inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also inform the School if you are or become aware or suspect that your child has a learning difficulty amounting to a special educational need (for example, dyslexia). You must, whether upon request by the School or otherwise, promptly provide the School with any reports or other materials relevant to any of the matters referred to in this Clause.

(d) Circumstances where we may require you to keep your child away from School. 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).

(e) 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 in relation to your child, including in relation to their education or welfare.

(f) 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. 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 respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).

(g) We require you to nominate a 'responsible adult' for us to contact in your absence. **It is also a condition of your child's joining the School that, where required (such**

**requirement being made known to you by the School prior to your child joining the School), you complete and submit to the School a parental absence form for your child.** Amongst other things this form will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the School is not able to contact you.

(h) We are entitled to expect that you have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, you (and each of you) accept that the School is entitled to treat:

- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of each of you; and
- (ii) any communication from the School to one of you as having been given to each of you.

(i) You must notify us of your child's absence from School. The School must be informed of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

(j) You must notify us if you will be absent for a period of time. 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 inform the School 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.

(k) Raising concerns with the School and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the 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.

(l) School trips.

- (i) You consent to your child taking part in School trips which do not involve an overnight stay or travel abroad, and consent to your child being carried by public transport or School transport driven in a responsible manner by an adult who is suitably qualified and insured.
- (ii) Your child is subject to School discipline in all respects whilst engaged on a School trip. All additional costs of special measures (such as medical costs, taxis, air fares or professional advice) necessary to protect your child's safety and welfare, or to respond to breaches of discipline, will be charged.
- (iii) If your child is a full boarding pupil, your prior consent will be sought for a School trip costing more than £75. For trips costing under this amount,

consent can be given by Boarding Staff (full information will be sent to you in advance of the proposed visit).

- (m) *If you are resident outside the UK, or your child does not have a British passport.*
- (i) If you are resident outside the United Kingdom, parental responsibility must be delegated to a suitable adult in the United Kingdom who has agreed to take full responsibility for the pupil when not at School and who can, if necessary, come to the School at short notice.
  - (ii) If your child does not have a British passport, it shall be your responsibility to deal with and satisfy all visa and other requirements to enable your child to enter the United Kingdom and be a pupil at the School. Any difficulties you encounter in relation to this will not count as force majeure, and you will remain responsible for paying the fees for any period when your child is not able to be at the School because of any such difficulties.
  - (iii) If you know that your child is going to spend more than 28 days at any one time with their UK Guardian or any other adult who is not a relative then you have a duty to advise the local council of the arrangement. (The Children Act 1989 defines 'relative' in relation to a child as a grandparent, brother, sister, uncle or aunt. They could be a full or half relation, and could be related by marriage or civil partnership. The term also includes a step-parent. A cohabitee of the mother or father would not qualify as a relative, nor would extended family such as a great aunt/uncle or a parent's cousin.)

## **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 when your child is absent from School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

## **11. Use of Personal Information: References, Confidentiality and Data Protection**

(a) *You consent to us providing a reference for your child.* You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be 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.

(b) *You consent to us using information relating to your child for certain purposes connected with the running of the School.* You consent to us making use of information relating to your child (including photographs and video recordings), and (where appropriate) relating to you, whilst your child is at the School and after he or she has left for the purposes of:

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

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

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

- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
- (ii) inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

(d) As Tier 4 sponsor we need your consent to us providing certain information to UKVI. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the *United Kingdom Visas and Immigration* (UKVI) unit of the Home Office, and to do so whether we actually sponsor your child or not.

(e) We may send information (for example, School reports) about your child to all holders of parental responsibility. 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 may therefore disclose such information 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 the Data Protection Act 1998 (as amended or superseded)).

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

- (i) as set out in this Clause 11, [and in the School's '*Data Protection Notice*' which is available [on the School's website] as may be amended from time to time];
- (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes

## 12. **Intellectual Property Rights**

*The School's right to use works or other items created by your child.* In relation to any works or creations or other items in which your child has intellectual property rights (for example, works of art, literature or music) and which are created while your child is a pupil at the School, you, on behalf of your child, consent to the School copying, photographing, publishing, recording, exhibiting, performing and/or playing the same in the course of the School's normal activities, including for the purposes of: (i) exhibitions, concerts and recitals; (ii) promoting the School to prospective pupils/parents; (iii) publicising the School's activities; and (iv) communicating with the School community and the body of former pupils. In respect of (ii), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

## 13. **Changes in Ownership, etc**

*The circumstances in which we may transfer this contract to someone else.* For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you to let you know if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

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

## 14. **Ending this Contract**

(a) *Our rights to end the contract.* The School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

- (i) 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;
- (ii) your child is expelled from the School;
- (iii) you are required to remove your child from the School, including circumstances where you (as opposed to your child) act in such a way as to give the Head cause to require you to remove your child from the School under Clause 7(c)(i);
- (iv) 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 education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not);

- (v) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
- (vi) you (or either of you):
  - (a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
  - (b) are otherwise unable to pay your debts as they fall due;
  - (c) are the subject of a bankruptcy petition or order; or
  - (d) enter into an individual voluntary arrangement; or
- (vii) you otherwise do not comply with (that is, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

(b) *Your rights to end the contract.* You may end this contract at any time by notice in writing to the School if:

- (i) we are in breach of our obligations under the contract and the breach is of such a serious nature as to give you a legal right to end the contract; or
- (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

Any notice which you give for the purposes of this Clause 14 **must be given in writing in accordance with Clause 16, must be addressed to the Head, and will only be valid if it is acknowledged in writing by the Head.**

(c) *Effect of ending the contract, or withdrawal, removal or expulsion of your child.*

References in this contract to the ending or termination of this contract, or to the withdrawal, removal or expulsion of your child from the School shall have the effect that from the date of such ending, termination, withdrawal, removal or expulsion the School's obligation to accept your child as a pupil at the School shall cease, but the other terms of this contract shall remain in force (including in relation to the payment of fees in lieu of notice, if applicable, and any other sums payable under the contract).

(d) *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, or that arise as a consequence of the ending of the contract. After this contract ends, you and we will keep any rights we have under general law.

## **15. Events outside of our, or your, control**

(a) *What we mean by an "event outside of our/your control".* We mean any event beyond either your or our reasonable control including, by way of example, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to these as an **"event"**.

(b) What happens if we are affected by an event outside of our control. 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, and subject to Clause 15(c), 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).

(c) Circumstances in which we may refund fees to you. If the School is wholly unable to perform its obligations under this contract by reason of an event in respect of which the School has business interruption insurance cover, and if the inability to perform lasts for a continuous period of more than fourteen (14) consecutive days, you shall not be required to pay the fees for the period of the term affected, pro-rated proportionately. Accordingly, and as the case may be, if the fees for the period of the term affected:

- (i) have already been paid, then you will be refunded such proportion of the fees; or
- (ii) 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 such proportion of the fees.

If (ii) 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.

(d) Events lasting more than 6 months. 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 by notice in writing to the School and without giving a term's notice or paying fees in lieu of notice.

(e) What happens if your child is affected by an event outside of your control. Subject to Clause 4(i), 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:

- (i) 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;
- (ii) 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

- (iii) 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 end the contract by notice in writing to the School and without giving a term's notice or paying a term's fees in lieu of notice.

(f) How notice under this Clause must be given. Any notice which you give for the purposes of this Clause 15 **must be given in writing in accordance with Clause 16, must be addressed to the Head, and will only be valid if it is acknowledged in writing by the Head.**

## **16. Communications between you and the School**

(a) Notices and requirements to notify or inform must be in writing. When this contract requires you or the School to give notice of something to the other, or to notify or inform the other of something, then, unless we agree otherwise, this must be done in writing.

(b) Meaning of "in writing". When this contract requires anything to be done "in writing", it must be done in accordance with the following provisions of this Clause 16.

(c) 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 shown in our records, or using your other contact details (including email address) included in our records. **You must notify the School of any change of address or other contact details.**

(d) How to give notice to the School or to notify or inform the School. Where this contract refers to you giving notice to the School or requires you to notify or inform the School of something, this must be done in a written form and either:

- (i) delivered by hand to the School, and either handed to the Head or the Head's Secretary, or handed to the School Secretary;
- (ii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery;
- (iii) sent to the School's address by first or second class post; or
- (iv) sent by email to **head@boothamschool.com**, but if email is used, **it will only be valid if it is acknowledged in writing (which may be by email).**

**Because of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) the above requirements for sending notices must be strictly adhered to. If you choose to use email, you must ensure that you receive an acknowledgement in writing.**

(e) Notices of withdrawal. **Any notice of withdrawal of your child from the School must be given in accordance with Clause 5.**

## **17. The Law that applies to this contract; where legal proceedings may be brought**

(a) 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.

(b) 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. And, 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 notify you of any such changes and of any changes to any other terms of our contract with you, and may do so by email or other electronic means and/or by referring you to revised terms posted on the School's website.