



PRESTFELDE

London Road, Shrewsbury, SY2 6NZ.

Telephone: 01743-245400

STANDARD TERMS AND CONDITIONS

AMENDED 28 March, 2012

(With effect 15 August, 2012)

The School aims to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. We are committed to high standards of teaching and care and we welcome parental contact. The School is a private self-regulating community which respects the human rights of pupils and their parents, who in turn accept that the School's lawful policies, discipline and rules must sometimes take precedence over the wishes of individuals. The School is an environment in which pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.

We believe that these standard terms and conditions reflect the custom and practice of independent schools for many generations. The rules about change and about notice and fees in lieu of notice and the other rules set out below are provided in good faith. They promote the stability, forward-planning, proper resourcing and development of the School. They help also to protect parents from increases in fees and liabilities caused by the defaults of others. Any waiver is effective only if confirmed in writing by the Head personally.

1. Definitions

a) 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 to be educated and includes any pupil aged 18 or over;

"the Complaints Procedure" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. A copy of the procedure is available from the School at any time upon written request;

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

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

"Fees in lieu (of notice)" means fees in full for the term of notice at the rate that would have applied had the pupil attended the School.

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

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

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

"School Rules" means the rules of the School. Each pupil in the Main School is supplied with a copy of the School Rules within the Parents' Handbook, which give information about the ethos and rules at the School. The purpose of the School Rules is to help every pupil to know what is expected and to encourage courtesy and consideration for others. These rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments;

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

"a term's notice" means written notice given not later than the first day of the term preceding the term to which the notice relates. It is valid only for the term in which it is given and only when written and accepted in writing by the Head.

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

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

The School is part of the Woodard Corporation acting by its Governing Body as now or in the future constituted.

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

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

- b) Contract Terms. The Acceptance Form, the Schedule of Fees, the School Rules, the Complaints Procedure, the FIA Terms and Conditions and these terms and conditions form the terms of a contract between you and Prestfelde School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party. Nothing in these standard terms and conditions affects the statutory rights of parents or pupils.

2. Acceptance and Deposit

- a) Registration: Pupils will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable registration fee paid. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time. The School operates an equal opportunities policy.
- b) Offer of a Place and Deposits: An offer of a place for your child at the School is accepted by your submitting the duly completed Acceptance Form and paying the deposit. Details of deposits are set out in the Fees List as varied from time to time. The deposit is not refundable if your child does not take up a place at the School (except where the School has a waiting list and is able to fill the vacancy created by your child's withdrawal, in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs). The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.
- c) Withdrawal. If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you shall give written notice to that effect prior to the first day of the term immediately preceding the term in which your

child was due to start. If such notice is received by the School by that time the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. Subject to the remainder of this Clause 2(c), if such notice is received on or after that date (or if no notice is received), a term's fees shall be payable 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 immediately preceding the term when your child was due to start and the School shall credit the deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.

3. Fees and Extras

- a) Items Covered: 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 and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.
- b) Extras: Any extra-curricular activities such as private music lessons, trips and visits for which you have agreed in advance for your child to participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees. The School deems wilful damage done by a pupil as a serious matter and reserves the right to invoice for this separately. The School is agent only in respect of any goods and services which are supplied by a third party via the School to pupils or their parents.
- c) Responsibility for Payment: Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has expressly agreed otherwise in writing with the persons who have signed the Acceptance Form.

Where both parents have signed the Acceptance Form, one may give notice to withdraw from the contract with the School by submitting a term's notice provided he/she has obtained the prior written consent of both the School and the remaining parent.

If your child has been awarded a scholarship/bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may

be withdrawn from your child, you will be notified in advance. Bursaries are subject to an annual confirmation of financial position and a 2-yearly application process.

- d) **Payment - Fees:** Each term's fees accrue separately and the fees payable in respect of each term fall due on the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School has agreed shall pay the fees under paragraph (c) above). The fees must be paid in full either by cheque or by direct bank transfer by the first day of the term to which the invoice relates. Those parents who sign up to and are accepted by School Fees Plan's FeeMaster4 Direct Debit payment Scheme must ensure they have funds available for payments of fees and outstanding extras on the 15th of every month from Aug to May annually. Nothing in these T&Cs will supersede the T&Cs of the FeeMaster4 Scheme.
- e) **Payment - Extras:** Any and all supplemental charges for extracurricular activities for each term (and for other charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to you before the start of the next term. All such supplemental charges must be paid in full either by cheque or direct bank transfer by the first day of the then forthcoming term or in accordance with the requirements of the FeeMaster4 Direct Debit Scheme.
- f) **Late Payment:** While fees and/or extras remain unpaid, we reserve the right, with effect from the second day of the relevant term, not to allow your child to attend the School or to withhold any references for a future school. If the fees/extras remain unpaid for a period of 28 days after exclusion, then the child will be deemed *withdrawn* without notice and a term's fees in lieu of notice will be deemed payable. We may make an interest charge of 3 per cent per annum above the base rate for the time being of the School's bank on late payment. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. You must pay the School the interest together with the overdue amount. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees due to Prestfelde. Where it is deemed appropriate, Prestfelde may implement the following non-payment policy with all outstanding fees/charges subject to the interest charge highlighted above:
- If payment is not received in cleared funds in the Prestfelde account by the last Friday of the relevant half-term holiday, then the child or children will be excluded from the School and should not return to Prestfelde after the half-term holiday.
 - This policy does not effect the School's ability to consider each debtor on a case-by-case basis, when parents bring financial concerns to the attention of the Bursar prior to the accrual of any debt.
 - The contents of clauses 4 and 5 of these terms and conditions are intended to protect those parents who

pay fees on time and to safeguard the School against the consequences of the defaults of others.

- g) **Part-Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only.
- h) **Fee Increases:** The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you prior to the start of the term before the increase is to take effect.
- i) **Absence:** Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness; or if a term is shortened or a vacation extended; or if a pupil is released home after public examinations or otherwise before the normal end of term; or for any other cause except in the sole discretion of the Governing Body.
- j) **Fees in Advance:** Without limiting the effect of the foregoing provisions of this Clause 4, where you and the School have entered into an agreement incorporating the Fees in Advance Terms and Conditions such that you have made a capital payment in respect of all or part of the fees due under this agreement, the School will administer such capital sum to meet the fees. Provided that you shall meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this agreement. For the avoidance of doubt, the School shall provide a termly statement of account in respect of the fees and supplemental charges and the difference shall be payable in accordance with the terms of this agreement.

4. Notice Requirements

- a) **Notice.** If you wish to withdraw your child from the School (other than at the normal leaving date), you shall either give a term's notice to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. The pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal from the School by the parents. The main reason for these rules is to ensure that the School has sufficient notice with which to plan fee levels, other resources and the curriculum.
- b) **Boarding Notice.** If you wish to change your child's place at the School from a weekly boarding to a day place you shall either give a term's notice or shall pay to the School the difference between the boarding and the day fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.
- c) **Fees in Lieu.** In cases under (a) or (b) above, where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

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

e) Term Restrictions. The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

f) Notice by the School: The School may terminate this agreement on one term's written notice sent by ordinary post and otherwise under clauses 5 a) and 5 b) below.

5. Removal and Expulsion of a Pupil

a) Removal at the Request of the School:

i) The Head may in [his/her] discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if [he/she] considers that your child's attendance, progress or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.

ii) The Head may in [his/her] discretion require you to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of you or either of you is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.

b) Refund/ Remission. Should the Head exercise [his/her] right under sub-clause 5(a) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.

c) Offences. The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.

d) Review: The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 5. The review of [serious] disciplinary matters is governed by the Complaints Procedure (copies available on request) under which a written application for a review of the decision may be made.

e) Discretion of Head: The decision to exclude, suspend or require removal or expel a pupil and the manner and form of any announcement shall be in the sole discretion of the

Head. In no circumstances shall the School or its staff be required to divulge to parents or others any confidential information or the identities of pupils or others who have given information which has led to suspension, the requirement to remove or expulsion or which the Head has acquired during an investigation.

6. Boarding

a) Medical Matters: Each weekly boarder (not flexi-boarders), unless otherwise agreed by the Head, will be registered on the National Health Service list of the School Medical Officer.

b) Boarding and Day Status: A change from day to boarding will depend on the availability of a boarding place at the time. A term's written notice is required before a pupil may change from boarding to day status or a term's difference in fees will be payable in lieu. The Head may at any time require removal of the pupil, temporarily or permanently, from boarding in any of the circumstances described at clause 5 above. In that event, there will be no refund of fees for the balance of that term. Flexi-boarders are considered as day-pupils for the purposes of this clause 6b).

c) Travel Arrangements: The right is reserved to charge all administration and other expenses including staff supervision where the School has to make travel or other arrangements for the pupil before, during or at the end of a term.

d) Overseas Pupils: For ease of administration, a deposit of one term's fees applicable to the pupil and in accordance with the Fees list is normally charged. The deposit and interest at a rate in the sole discretion of the School will be repaid by means of a credit to fees for the final term. Until credited, the deposit will form part of the general funds of the School.

e) Fees in Lieu of Notice: The fees in lieu rate for a boarder is the boarding rate.

f) Guardians: When both parents reside outside the United Kingdom, parental responsibility must be delegated to a suitable adult who has agreed to take full responsibility for the pupil when not at school and who can, if necessary, come to the School as short notice.

7. The School's Obligations

a) Acceptance. Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her preparatory schooling.

b) Education and Welfare. While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. 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). The Head is not responsible, unless negligent, for a pupil who is absent from the School in breach of school discipline.
- c) **Conduct of the School:** The Head is responsible for the care and good discipline while they are in the charge of the School or its staff and for the day to day running of the School and the curriculum. The Head is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of school discipline, and removal or expulsion under clause 5 above.
- d) **Physical Contact.** In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where deemed appropriate and proper for teaching, providing comfort to a child in distress, or to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child).
- e) **Medical.**
- i) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion).
- ii) Although Prestfelde has never been aware of any drugs problem within the School, the Headmaster may at any time when grounds for suspicion exist, require the pupil to give a biological sample under medical supervision to test for the use of illegal drugs or other substance damaging to health. A record of such a sample will not form part of the pupil's permanent medical record. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- f) **Prospectus.** Our prospectus describes the broad principles on which the School is presently run and gives an indication of our history and ethos. It is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises), and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.
- g) **Examinations, Reports and References.**
- i) 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.
- ii) Entry for examinations, scholarships, competitions prizes, and awards shall be at the discretion of the Head, and a pupil's name will only be entered if the Head is satisfied that such is in the best interests of the pupil.
- iii) Information supplied to parents and others concerning the progress and character of a pupil and about examination, further education and career prospects and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- iv) Where parents are separated or divorced, reports and other information will be sent to the person with whom the pupil normally resides. Duplicate reports will not normally be sent.
- h) **Learning Difficulties:** Each pupil will be 'screened' for learning difficulties at the age of five or before entry if joining at a later stage. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or the pupil is falling behind with studies. A formal assessment can be arranged by the School at the parents' expense, or by the parents. (Our staff are not however qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties). Parents will be asked to withdraw the pupil without being charged fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for a pupil's special educational needs. Parents shall notify the School in writing prior to the pupil entering the School if the pupil has ever been formally assessed for a learning difficulty or there is any other reason to suspect that the pupil has any learning difficulty and if there is a family history of learning difficulties.
- i) **Religious observance:** Religious observance at the School shall be conducted in accordance with the School Rules.
8. **The Parents' Obligations**
- a) **Parents' Authority:** The parents authorise the Head while *in loco parentis*, to take and/or authorise in good faith all decisions that safeguard and promote the pupil's welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to a pupil in distress or to maintain safety and good order or in connection with the pupil's health. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

- b) Conduct and Attendance:
- i) We attach importance to courtesy, integrity, manners and good discipline. Parents warrant that the pupil will take a full part in the activities of the School, will attend each school day, will be punctual, will work hard, will be well behaved and will maintain appropriate standards of, language, discipline and dress. All pupils will receive health and life skills education appropriate to age in accordance with the curriculum from time to time.
- ii) In order to fulfil our obligations, we need your co-operation, including in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; providing cooperation and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- iii) Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name.
- c) Medical. It is a condition of your child's joining the School that you complete and submit to the School a medical declaration form concerning the pupil's health. You undertake to immediately inform the School in writing 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/ infectious diseases he/she has or has been in contact with. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. In such circumstances we shall endeavour to continue providing education to your child remotely during such periods (including, for example, by sending you/your child work assignments electronically or by post).
- d) Special Precautions: The Head needs to be aware of any matters that are relevant to the pupil's security and safety or otherwise where special arrangements may be needed. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to a pupil for whom any special safety precautions may be needed. A parent may be excluded from school premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or of the School.
- e) Signatories. The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.
- f) Absence. The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- g) Off-Site. We cannot accept any responsibility for the welfare of your child while off the School premises unless he is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- h) Cause for Concern. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.
9. Liability and Insurances:
- a) The School does not, unless negligent, accept responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances which are prescribed by law. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees. All other insurances are the responsibility of parents including insurance of the pupil's personal property whilst at school or on the way to or from school or on any school sponsored activity away from the School, for the payment of fees due to absence of your child or closure of the School premises. The School is not the agent of the parents for any purpose related to insurance.
- b) Where parking is available, owners park their cars at their own risk.
10. Confidentiality and References
- a) Confidentiality: The School will take care to preserve the confidentiality of information concerning the pupil and parents. The parents, however, consent on behalf of themselves and the pupil to the School (through the Head, as the person responsible) obtaining, holding, using and communicating, on a 'need-to-know' basis, confidential information which, in the opinion of the Head, is material to the safety and welfare of the pupil and others.
- b) Information and References. You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.

- c) Using Information. You consent to us making use of information relating to your child whilst he or she is at the School (including photographs and video recordings) and after he or she has left for the purposes of (i) promoting the School to prospective pupils, including through the School's prospectus (in whatever format or medium) and website, (ii) managing relationships between the School and current pupils, (iii) providing references and (iv) communicating with the body of former pupils.
- d) Information Updates. You undertake to (i) confirm (or update, if necessary), when requested, such information about you and/or your child that is held by the School and (ii) in any event, inform the School of any change to you or your child's circumstances (including, where applicable, in connection with an entitlement to enter and/or reside in the United Kingdom), or to information about you or your child, that has previously been notified to the School, including relevant contact details.
- e) Data Protection Act. The School will process personal data about you and your child in accordance with the Data Protection Act 1998 and the School's 'Data Protection Policy' which is available upon request.

11. Intellectual Property Rights

The School reserves all its rights and interests in any intellectual property rights arising as a result of the actions of a pupil in conjunction with any member of staff of the School and/or other pupils at the School for a purpose associated with the School. Any use of any such intellectual property rights by a pupil is subject to the terms of a licence to be agreed prior to the use between the pupil, the pupil's parents and the School. The School will allow the pupil's role in creation/development of intellectual property rights to be acknowledged.

12. General Conditions

- a) Residence during Term Time: The Head must be notified in writing immediately if a pupil will be residing other than with a person who has parental responsibility.
- b) Absence of Parents: When both parents will be absent from the pupil's home for a 24 hour period or longer, the School requires, in writing, the name, address and telephone number for 24 hours contact of the adult to whom parental responsibility has been delegated *in loco parentis*.
- c) Pupils' Personal Property: Pupils are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name. A pupil may not bring any item of equipment on to school premises which runs off mains electricity without it first being tested and approved by a member of the School's maintenance staff. A charge will apply for any equipment that has to be tested.
- d) Internet/Email: The School reserves the right, subject to applicable data protection legislation, to monitor your

child's email communication and internet use for the purpose of ensuring compliance with the School Rules and for their own safety.

13. Cancellation

- a) The School shall be entitled to cancel this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this or any similar agreement with the School and have not (in the case of a breach which is capable of remedy) remedied the same within (14) days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions). For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this agreement: (i) failure to pay any fees or supplemental charges on time on more than one occasion; (ii) you (as opposed to your child) acting in such a way as to give the Head cause to expel your child under Clause 5(a) of this agreement; (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this agreement (including the School Rules); and (iv) failure or refusal to complete and submit to the School the required medical details in respect of your child.
- b) Either party may cancel this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- c) For the avoidance of doubt, this agreement shall end at the end of your child's schooling at Prestfelde.

14. Force Majeure (ie, circumstances beyond our control)

Subject to update following conclusion of on-going consultations with insurers.

- a) In this agreement "force majeure" shall mean any cause beyond a party's control (including, for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
- b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The

School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

- c) Subject to Clause 13.b, if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying fees in lieu.
- d) In the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of his or her severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- i) you shall, in consultation and cooperation with the School, use all reasonable endeavours to:
- (i.a) mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely); and
- (i.b) resume the performance of the obligations as soon as reasonably possible;
- ii) in circumstances where, following the efforts made and steps taken under Clause 13. d) i), your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and
- iii) in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's fees in lieu.

15. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Acceptance Form as having been made to both or all such persons. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the School's address and must then be acknowledged by the School by email or letter.

16. Interpretation

Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms that may appear one-sided. If any word/s, alone or in combination, infringe the *Unfair Terms in Consumer Contracts Regulations 1999* or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. These terms and conditions supersede those in the prospectus and elsewhere and will be construed as a whole. Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

17. Jurisdiction and Governing Law

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

18. Variations

A successful school must initiate and respond to change. 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.