Version: 2025-2026

Duncombe
School

An Independent Preparatory
School and Nursery

Duncombe School

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PARENT CONTRACT

Duncombe School

Terms and Conditions

1 Introduction

1.1 **This contract:** You are entering into a contract with the School for the provision of the Services, the terms of which are set out in the following documents:

1.1.1 these terms and conditions;

1.1.2 the Letter of Offer;

1.1.3 the Acceptance Form;

1.1.4 the Fees List; and

1.1.5 the Conditions of Award, if applicable,

together the "**Contract**".

If there is any inconsistency between the terms set out in the documents listed above, a term contained in a document higher in the list will have priority over one contained in a document lower in the list.

1.2 **Variations:** The School reserves 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 the Services at the School. The School will send you notice of any such modifications prior to the end of the penultimate Term before the modifications are to take effect. For example, if the updated terms and conditions are to take effect at the start of the Autumn Term, we will notify you before the end of the preceding Spring Term.

1.3 **Fees and Notice:** The rules concerning Fees and Notice are of particular importance and are set out in clause 4 and clause 8.

1.4 **Managing change:** Duncombe School, as any other school, is likely to undergo a number of changes during the time your child attends the School. Please see clause 10.3 for further details of the changes that may be made and the notice provisions that will apply.

2 Terminology

2.1 The definitions in this clause apply in these terms and conditions:

"**Acceptance**": means your acceptance of an offer of a place at the School in accordance with clause 3.1. ("**Accept"** and "**Accepted"** will be interpreted accordingly).

"**Acceptance Date**": means the date on which you Accept the offer of a place at the School in accordance with clause 3.1.

"**Acceptance Deposit**": means the acceptance deposit as shown on the Fees List for the relevant year.

"**Additional Deposit**": means, if applicable to you, the additional deposit as shown on the Fees List for the relevant year.

"**Acceptance Form**": means the acceptance form which both of you (as holders of Parental Responsibility) must complete and return to the School in order to Accept the offer of a place at the School.

"**Bring Your Own Device Scheme**": means the scheme that applies when a child brings their own device to School.

"**Bursar**": means the Bursar or Business Manager of the School, as applicable.

"**Cancellation**": means the cancellation of a place at the School before your child's Entry. ("**Cancel**" and "**Cancelled**" will be interpreted accordingly).

"**Education Services**": means the School's provision of classes and lessons to your child.

"**Entry**": means the date when your child joins the School for the first time under this Contract. ("**Entered**" and "**Enter**" will be interpreted accordingly).

"**Expulsion**": means that the child is required to leave the School permanently in circumstances described in clause 7.8. ("**Expel**" and "**Expelled**" will be interpreted accordingly).

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

"**Fees in lieu of Notice**": means one Term's School Fees plus any non-optional Specified Charges payable in accordance with clause 8. Where applicable, Fees in lieu of Notice will be reduced to take account of any scholarship or bursary awarded to you or your child.

"**Fees List**": means the list setting out the prices for each of the Services, a copy of which is available on the School's website and from the School at any time upon request.

"**Force Majeure Event**": means an event beyond your reasonable control or the reasonable control of the School and includes such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic or disease, failure of utility service or transportation.

"**Full Term's Written Notice**": means written notice given not later than the first day of the Term before the Term to which the notice relates. For example, a Full Term's Written Notice is required to Withdraw your child from the School. So, if you wish to Withdraw your child with effect from the start of the Summer Term, a Full Term's Written Notice means you need to tell the School in writing about the Withdrawal, at the latest, on the first day of the Spring Term immediately before. This is because the Summer Term is the term to which the notice relates.

"**Head**": means the Head of the School as appointed by Blenheim Schools Limited to the Head (which may include the Head of the Junior and/or Senior School (if applicable) who is responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated.

"**Medical Information and Consent Form**": means the medical information and consent form to be completed by you and provided to the School.

"**Parental Responsibility**": means all those who have parental responsibility (i.e. legal responsibility for) a child.

"**parents**" or "**you**": means all holders of Parental Responsibility who have signed the Acceptance Form. You are both individually and jointly responsible for complying with your obligations under these terms and conditions.

"**pupil**" or "**child**": means the child named on the Acceptance Form. The age of the pupil will be calculated in accordance with British custom and evidenced by documentation.

"**Removal**"**:** means the permanent and required removal of the pupil from the School in circumstances described in clause 7.9. ("**Remove**" and "**Removed**" will be interpreted accordingly).

"**Review**": has the meaning given in clause 7.13.

"**School Fees**": means the Termly fees for the provision of Education Services, as set out in the Fees List.

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

"**Specified Charges**": means the charges for each Service excluding Education Services, as set out in the Fees List.

"**Suspension**": means that the pupil is sent or released home for a limited period in circumstances described in clause 7.8. ("**Suspend**" and "**Suspended**" will be interpreted accordingly).

"**School**" or "**we**": means Blenheim Schools Limited, trading as Duncombe School, as now or in the future constituted (and any successor). Blenheim Schools Limited are part of Outcomes First Group which is a trading name of Oasis Topco 1 Limited. Registered in England No 15274446.

"**School's Community Fund**": means the School's separate fund for use in the School community, for example to help with the School's scholarship or bursary provision, or to assist parents in times of hardship.

"**School Fee Plan**": means the nominated provider of fees as may be selected by you from time to time.

"**Term**": means a term of the School as published on the School's website and as notified to you from time to time.

"**Withdrawal**": means the withdrawal of your child from the School in accordance with clause 8.6. ("**Withdrawn**" and "**Withdraw**" will be interpreted accordingly).

3 Entry to the School

3.1 **Registration and Acceptance:** This Contract is formed when the completed Acceptance Form, the Acceptance Deposit and (if applicable) the Additional Deposit are received by the School. You and the School agree that the Acceptance Form may be executed by electronic signature (via the method specified by us), and such method of signature is as conclusive of your and our intention to be bound by this Contract as if signed by each party's manuscript signature.

3.2 **Status of the Acceptance Deposit and the Additional Deposit**: The Acceptance Deposit and (if applicable) the Additional Deposit are not refundable. The limited exception to this is where notice is given in accordance with (as applicable) clause 8.4 or clause 8.5 below and the School actually fills the specific vacancy created by your Cancellation. The specific vacancy is actually filled when the class your child was due to join is full and has a waiting list, such that 'but for' your decision to Cancel your Acceptance of a place, the replacement child on the School's waiting list for that class could not have been offered a place. If the vacancy is actually filled in this way, the School will refund the Acceptance Deposit and (if applicable) the Additional Deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs. Please be aware that in the event of a late Cancellation it is very unlikely that the School would be able to fill the vacancy created by your Cancellation.

3.3 **Use of the Acceptance Deposit and Additional Deposit:** The Acceptance Deposit and (if applicable) the Additional Deposit will form part of the general funds of the School until your child leaves when it will be repaid to you (without interest), subject to the full and final payment of the Fees and all other sums due to the School on your child's leaving, unless:

3.3.1 stated otherwise in these terms and conditions; or

3.3.2 you have indicated that you would like to donate the Acceptance Deposit and (if applicable) the Additional Deposit to the School's Community Fund. In which case, an amount equal to the Acceptance Deposit and (if applicable) the Additional Deposit will be paid out from the general funds of the School on your child's leaving the School and that amount will be held on balance for you. By ticking the donation box set out in the Acceptance Form, you direct the School to apply the Acceptance Deposit and (if applicable) the Additional Deposit on your behalf to the School's Community Fund. You will be responsible for making the final payment of the Fees or other sums due to the School on your child's leaving (unless otherwise stated in these terms and conditions).

3.4 **Additional Deposit:** The School may require payment of an Additional Deposit if your normal place of residence is outside of the United Kingdom.

3.5 **Where the School sponsors your child's visa:** The School currently holds a student sponsor licence to sponsor international students under the points-based system of immigration. It is your responsibility to ensure that your child has the appropriate immigration permission to live in the United Kingdom and to study at the School. In order for the School to comply with its responsibilities as a licenced student sponsor for immigration purposes, the School may need to provide information relating to your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether your child is a sponsored child or not). Such information may include information about your child's immigration status, attendance records, and any changes in their or your circumstances (including where your child is Expelled, Removed, or this Contract is terminated). Occasionally, information regarding the immigration status of at least one of you in the United Kingdom will also be required. Therefore, the School may take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a student sponsor, including passport, visa and/or vignette or biometric residence permits ("**BRPs**") and/or the share code of your child and at least one of you. You must inform the School where your immigration status or the immigration status of your child changes, and the School may be entitled to terminate this Contract where you do not inform us of a change in your or your child's immigration status. Please see clause 8.8.

3.6 **Where the School does not sponsor your child's visa:** If your child is not a British or Irish citizen and the School is not sponsoring your child under the *Child Student* or *Student* routes (as discussed in clause 3.5 above), or your child does not have the appropriate immigration permission through another visa, you must enclose satisfactory evidence of your child's right to live in the UK and study at the School when you complete and return the Acceptance Form. (For example, a copy of your child's BRP (full copy including both sides of the BRP) and, where available, provide the share-code and confirmation of your child's date of birth for the School to conduct checks and download applicable documentation from the Home Office website directly). If your child's immigration status is dependent on either of your immigration statuses, then you must also enclose satisfactory evidence of your right to live in the United Kingdom. (For example, your BRP (full copy including both sides of the BRP) as applicable and, where available, your share-code and date of birth for the School to conduct checks and download applicable documentation from the Home Office website directly). The School may terminate the Contract in accordance with clause 8.8 if at any time the School discovers that your child does not have the appropriate immigration permission to live in the United Kingdom and to study at the School. Please see clause 8.8.

4 Fees

4.1 **School Fees:** Unless set out in the Fees List or the School's website, or notified to you at any time, the School Fees cover the provision of Education Services.

4.2 **Specified Charges:** The Specified Charges are payable in respect of each Service excluding Education Services. Specified Charges include charges for meals, extra tuition or charges for any extra-curricular activities (such as individual music lessons, trips and visits) or extra services which you have agreed in advance your child may participate in or receive. Specified Charges may also include: (a) other extras such as clothing and equipment, photographs or other items

ordered by you; (b) charges arising in respect of some educational visits; (c) charges incurred by the School in providing for the special educational needs of your child; (d) charges incurred by the School in respect of damage (or insurance excess) where your child alone or with others has caused loss or damage to School property, or the property of any other person (fair wear and tear excluded); (e) the charges set out in clause 4.17; or (f) bank charges arising from default in Fees payments, or interest on late payment, if incurred. In addition, all public examination fees will be charged as Specified Charges. Some Specified Charges are optional, and others are not optional. (Any and all Services which are optional are supplied independently from each of the other Services.) Please see the Fees List for further information.

4.3 **VAT and applicable taxes**:

4.3.1 With effect from 1 January 2025, the School Fees are subject to VAT. Please see the Fees List for further information, including in respect of the Specified Charges.

4.3.2 Except as expressly stated otherwise in the Fees List, all of the Fees are exclusive of VAT and any other taxes, which will be added (where applicable).

4.3.3 You may be required to reimburse the School for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT.

4.3.4 If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

4.4 **Payment of the Fees:**

4.4.1 Each of you agree to pay the full amount of Fees on a joint and several basis (at the rate applicable to each Term to which they relate) directly to the School. In practice this means that if any of the Fees have not been paid then the School can, in its discretion, choose to seek payment of the amount outstanding from either or both of you. The only exceptions to this are set out in clause 4.5 immediately below.

4.4.2 Please note that court orders (for example, where you are separated or divorced) and other arrangements between you or third parties relating to the Fees do not normally bind or apply to the School, and do not extinguish either of your liability for the Fees due under this Contract.

4.4.3 If an item on any invoice is under query, you should contact the School promptly to let us know. You will not have to pay any interest on the disputed sum until the dispute is resolved. Once the dispute is resolved, the School will charge interest on correctly invoiced sums from the original due date.

4.4.4 In the event of an increase in the Fees in accordance with clause 4.12 or clause 4.13, you must pay the full amount of the increased Fees.

4.4.5 The School Fees are charged either:

(a) on a Termly basis (regardless of the length of any Term), and fall due for payment before the first day of the Term to which they relate; or

(b) where your child is an international pupil under the *UK Confirmation for Acceptance of Studies* sponsorship scheme or otherwise subject to the School's prior written agreement, annually and in advance, and fall due for payment before the first day of the school year to which they relate.

Payment of the School Fees under this Contract must be made by direct debit, bank transfer, School Fee Plan or by any other method specified by the School, unless otherwise notified by the School.

4.4.6 The Specified Charges fall due for payment by the deadline set out in the relevant invoice. Payment of the Specified Charges must be made via Blenheim Connect or any other method specified by the School and may not be paid by School Fee Plan.

4.4.7 Payment of Fees by cash or cheque will not be accepted.

4.5 **Payment of Fees by a third party:** Any agreement by the School to accept payment of the School Fees or Specified Charges by a third party (for example, an employer, grandparent, step-parent or third party credit provider (such as a School Fee Plan) is discretionary and will be subject to a separate agreement between the School, each of you and the third party. Any such agreement will not release you from liability for payment of the Fees if the third party defaults, unless an express release has been given in writing, signed by the Bursar. The School may refuse payment from a third party including where the School is not satisfied as to the identity of the third party, their source of the funds, or if the third party payer form is not completed in full.

4.6 **Refund or waiver:** Fees will not be refunded or reduced and will still be due if:

4.6.1 your child is absent due to illness; or

4.6.2 a Term is shortened, or a vacation extended; or

4.6.3 your child is released home before or after public examinations (if applicable) or otherwise before the normal end of a Term; or

4.6.4 your child is studying from home because we are providing Education Services remotely for whatever reason; or

4.6.5 the School is temporarily closed for the health and safety of those at the School.

See also clause 9 for information about events beyond the control of the parties.

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

4.7.1 refuse to allow your child to attend the School, withhold any references, and/or withdraw sponsorship of your child's *Child Student* or *Student Visa* (if applicable) while the School Fees remain unpaid or if there is a repeated or persistent failure by you to pay the School Fees on time. This applies in addition to our right to terminate this Contract under clause 8.8;

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

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

4.7.4 charge interest on the overdue amount at the rate of at 3% a year above the Bank of England's base rate from time to time accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment; and/or

4.7.5 charge you the costs we incur in recovering, or attempting to recover, any unpaid amount from you (including legal fees and costs reasonably incurred by the School).

4.8 **Part payment:** Any sum paid that is less than the sum due and owing may be accepted by the School as part payment only. Please see clause 4.4 which relates to the requirement to pay the full amount of Fees (including any increases applicable to the Term to which they relate). Interest may be applied to any unpaid balance of Fees, as set out in clause 4.7.4.

4.9 **Allocation:** The School will allocate payments made by you in its discretion. You agree that a payment made in respect of one of your children may be allocated by the School to the unpaid account of any of your other children at the School.

4.10 **Instalment arrangements:** An agreement by the School to accept payment of current and/or future Fees by instalments is discretionary and will be subject to a separate agreement between each of you and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to you, the terms and conditions of the instalment agreement or the invoice will prevail.

4.11 **Scholarships and bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on your child's part and to you treating the School and our staff reasonably. The terms on which such awards are offered and accepted by the School will be notified to you at the time of offer. An award may be withdrawn in accordance with those terms and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour (and/or your behaviour (or the behaviour of one of you, including in relation to the application for the award) no longer merit the continuation of the award. Please note that persistent late payment of the School Fees or Specified Charges may also result in the award being removed. Any value attached to a scholarship will be deducted from Fees before any bursary or other concession is calculated or assessed. Your responsibility will be to pay the amount of Fees due after taking account of that award. Where it appears likely to the Head that an award which includes financial assistance may be withdrawn, you will be notified in advance and, if within fourteen (14) days of that notification you give notice to withdraw your child form the School, no Fees in lieu of Notice will be payable by you.

4.12 **Increases to the School Fees:** The School will review the School Fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the School Fees will be sent to you before the end of the penultimate Term before the increase is to take effect. For example, if the School Fees are to increase at the start of the Autumn Term, the School will notify you before the end of the preceding Spring Term. This will allow you time to consider the increase and, if you wish to Cancel your Acceptance of a place or Withdraw you child from the School before the proposed increase is due to take effect, then you will have sufficient time to provide the required Full Term's Written Notice of Withdrawal to the School under (as applicable) clause 8.4, 8.5 or 8.6 below. If the School gives you notice of an increase to the School Fees later than the last day of the penultimate Term before the increase is to take effect, you will be entitled to Cancel your Acceptance of a place or Withdraw your child from the start of the following Term PROVIDED THAT you give the School notice in writing of the Cancellation or Withdrawal within 21 days from the date when notice of the increase in the School Fees was given. If you provide this notice, you will not need to give a Full Term's Written Notice or pay Fees in lieu of Notice and will be able to Cancel or Withdraw without being responsible for the School Fees for the next Term.

4.13 **Increases to the Specified Charges**: We will review the Specified Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Specified Charges.

4.14 **Early Years Funding:** If your child benefits from 15 hours of free education at the School under the *Early Years Funding Scheme*, you will be responsible for paying all School Fees and Specified Charges applicable for additional hours of childcare and optional extras [in accordance with the School's *Early Years Funding Policy*]. If applicable, you must pay *Childcare Grant Payment Service* contributions by the due date stated on the relevant invoice. Childcare vouchers and tax free childcare may be accepted for children under the age of five or prior to the commencement of their compulsory education. Please check with the School directly as to whether we accept childcare vouchers and/or tax free childcare].

4.15 **Information about Fees:** You acknowledge that the School may make enquiries of your child's previous school(s) for confirmation that all sums due and owing to such school(s) have been paid. You also understand that the School may inform any other school or educational establishment to which your child is to be transferred if any Fees of this School are unpaid.

4.16 **Identity:** From time to time the School may require you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:

4.16.1 your identity;

4.16.2 (if different) the identity of the person who is paying the Fees;

4.16.3 your child's identity;

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

4.16.5 the legitimate source of funds you or the person(s) paying the Fees is/are using to pay the Fees; and

4.16.6 that neither of you nor the person(s) paying the Fees is subject to, or is connected with, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority.

4.17 **School devices:** The School may issue your child with an electronic device in support of their learning objectives. The School may charge you the following in respect of a device which may be issued by the School to your child which is lost or damaged (fair wear and tear excluded):

4.17.1 for a lost or damaged iPad, a charge of up to £300;

4.17.2 for a laptop which has been lost or damaged and is not repairable, a charge of up to £600; and/or

4.17.3 for a laptop which has been damaged but can be repaired, a charge of up to £300.

The charges will be payable whether or not the damage was accidental or otherwise. These charges will be payable for devices not returned (which will be considered a lost device), or returned damaged, on your child leaving the School.

5 The School's Obligations

5.1 **The scope of our duty to exercise reasonable skill and care:** The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide the Services to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing the Services but cannot guarantee that your child will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.

5.2 **Organisation of the curriculum:** We will organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. Please note that we may use artificial intelligence in our delivery of the Education Services and your child may also use artificial intelligence at the School and in School-directed activities in accordance with our AI Policy. If you have specific requirements or concerns about any aspect of your child's education or progress, you should contact your child's tutor, or other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.

5.3 **Progress reports and sharing information with you:** The School will monitor your child's progress and report regularly to you by means of any of the following (as determined by us): parents' evenings, report cards, assessment grades and/or written reports. Please note that any person who has Parental Responsibility for your child is entitled to receive certain core information from the School about your child's progress and attainment. The School will therefore disclose such information as a matter of routine to each such person unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).

5.4 **Sex education (if applicable):** Your child will receive health and life skills education appropriate to his / her age in accordance with the curriculum from time to time unless you have given formal notice in writing that you do not wish your child to take part in this aspect of the curriculum.

5.5 **Public examinations:** The Head may, after consultation with you and your child, decline to enter your child's name for a public examination if, in the exercise of his / her professional judgement, the Head considers that by doing so your child's prospects in other examinations would be impaired and / or if your child has not prepared for the examination with sufficient diligence (for example, because your child has not worked or revised in accordance with advice or instruction from his / her tutors).

5.6 **Reports and references:** Information supplied to you and others concerning the progress and character of your child, and about examinations, further education and career prospects, and any references will be given conscientiously and with all due care and skill but the School does not guarantee that this information is accurate or error free. We are not 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. Any reference supplied by the School (or received by the School) will be confidential.

5.7 **Special educational needs:** The School will do what is reasonable to detect and deal appropriately with any difficulty (including but not limited to social, emotional, behavioural or learning difficulty) which is considered to be a "special educational need". We will advise you if we have any serious concern about your child's progress, but we do not undertake to diagnose dyslexia, ADHD, or other conditions.

5.8 **Screening for learning difficulties, disabilities and health conditions:** The screening tests available to schools are indicative only: they may not be accurate or reliable. You will be notified if a screening test indicates that your child may have a special educational need. A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments.

5.9 **Information about special educational needs, disability and/or health conditions:** You must notify the Head when completing the School's Medical Information and Consent Form and during the course of your child's education in writing if you are aware or suspect that your child has a special educational need, or a disability or health condition which your child has at the time of joining the School or which subsequently changes or develops after joining the School (whether underlying, long-term or short-term, including any infections or injuries) and you must provide the School with copies of all written reports and other relevant information, including any draft or final *Education Health and Care Assessments or Plans*. Please note that any additional support required in connection with your child's special educational needs,

disability or health conditions may carry a Specified Charge. If you withhold from the School or otherwise seriously misrepresent to the School information of this nature, this may result in the School exercising our right to terminate this Contract under clause 8.8 below.

5.10 **Moving up the School:** Typically, pupils will progress from one year group to the next and will ultimately complete the last academic year of the School. However, please note that the School is not obliged to permit your child to enter the next year group unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances (including attendance and pastoral matters). If this is the case, you will be notified before the end of the Spring Term in the relevant academic year(s). However, if you do not wish for your child to proceed to the next year group of the School, you must either give the required Full Term's Written Notice (i.e. before the first day of the Summer Term) or pay Fees in lieu of Notice in accordance with clause 8.6.

5.11 **Intellectual property:** Where your child creates a copyright work, including where the work is created jointly with any member of staff, or another pupil, the School may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet or public website.

5.12 **Pupil's work:** You consent for yourselves and (so far as you are entitled to do so) on behalf of your child, to the School retaining your child's original work until, in the professional judgement of the Head, it is appropriate to release the work to your child. Certain coursework (if applicable) may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve your child's work undamaged but cannot accept responsibility for loss or damage caused to this or any other property of your child by factors outside the direct control of the Head or staff.

5.13 **Consent for educational visits:** A variety of educational visits will be provided for your child. You will be provided with relevant information in advance of educational visits. Unless you specifically notify the School in writing that you do not wish your child to take part in a specific educational visit, by entering into this Contract you consent to your child taking part in off-site activities, sporting fixtures and adventure activities (which may extend beyond the normal start and finish of the school day) provided each visit or activity costs £100.00 or less. You agree that your child will be subject to School discipline in all respects whilst engaged in an educational visit. All other educational visits not covered by this clause 5.13 will be subject to your prior written approval.

5.14 **The cost of educational visits:** The School will advise you in advance of any additional costs associated with an educational visit, including those visits described in clause 5.13 above. The cost of a visit in excess of £100.00 will be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect your child's safety and welfare, or to respond to breaches of discipline, will be added to the relevant invoice. The School may prohibit your child from taking part in an educational visit while overdue Fees remain unpaid.

5.15 **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School where you seek action by us, must be notified to us as soon as practicable. Complaints should be made in accordance with the Complaints Procedure. A copy of the School's Complaints Procedure is published on the School website and can be supplied on request.

5.16 **Ethos:** The ethos of the School is to foster good relationships between pupils and between members of staff and pupils and parents. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to you and your child and we expect the same of you and your child in relation to the School, its staff and the School community as a whole. You should refer to clause 7 for the possible sanctions which may be imposed should you or your child not comply with the standards set out above in this clause 5.16.

5.17 **Dietary Requirements:** Each pupil attending the School receives meals provided by the School in accordance with the meal arrangements notified by the School to you. You must

advise the School in writing if your child has any dietary requirements or allergies. A doctor's note must be provided if your child has a medically diagnosed food allergy. All reasonable care will be taken to ensure that your child does not come into contact with certain foods. If the School provides meals for your child in accordance with this clause, food should not be brought onto the School's premises by your child unless otherwise agreed between you and the School.

5.18 **Physical contact:** You consent to your child participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. You acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

5.19 **Disclosures:** You must, at the time of your child joining the School, or when such information subsequently changes or develops after Entry, disclose to the School in confidence:

5.19.1 any known medical condition, health problem or allergy affecting your child, whether underlying, short-term, or long-term, including any infections or injuries;

5.19.2 any history of a learning difficulty on the part of your child;

5.19.3 any disability, special educational need or any social, emotional or mental health needs on the part of your child;

5.19.4 any family circumstances or court order in respect of the care or living arrangements of your child; your child's attendance at the School; the School's provision of education to your child; and/or the payment of Fees;

5.19.5 any concerns about your child's safety;

5.19.6 any significant change in your financial circumstances;

5.19.7 any change to your child's immigration status and right to enter, live and study in the United Kingdom.

5.20 **Confidentiality:** The Head may override your and your child's rights to confidentiality, and impart confidential information on a need-to-know basis, including to the appropriate outside agencies, where necessary to safeguard or promote your child's welfare or to avert a perceived risk of serious harm to your child or to another person at the School. The School will have the right to disclose confidential information about your child if it is considered to be in your child's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, need-to-know basis. In some cases, members of staff may need to be informed of any particular vulnerability your child may have.

5.21 **Monitoring your child's school email, internet and mobile usage:** The School reserves the right to monitor your child's use of:

5.21.1 their school e-mail;

5.21.2 internet; and

5.21.3 mobile electronic devices.

See also the School's policy on acceptable use of IT and email.

5.22 **Special arrangements:** The School needs to be aware of any matters that are relevant to your child's education, welfare, safety and security. The Head must therefore be notified in writing immediately of any special arrangements which may be needed for your child, or court orders relating to their attendance at the School, education or welfare.

5.23 **Leaving School premises:** The School will do all that is reasonable to ensure that your child remains in our care during School hours. Please note that 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 direct supervision of a member of School staff.

5.24 **Residence during Term time:** Except where otherwise arranged, your child is required during Term time, and at weekends and half term, to live with you or with an education guardian. The Head must be notified in writing immediately if your child will be residing during Term time under the care of someone other than you or his or her education guardian.

5.25 **Communications with you:** The School is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, communications or instructions received from one of you will be deemed by the School to be received from both of you (if applicable); and any communication from the School to one of you will be deemed to have been given to both of you, unless there is clear evidence of a contrary view or otherwise according to the circumstances. However, a notice of Cancellation or Withdrawal of your child served under this Contract (ie, under clauses 8.4, 8.5, or 8.6) must be in writing and signed by each of you as the holders of Parental Responsibility for your child. The School will be entitled not to accept such notice unless and until all holders of Parental Responsibility have signed such notice.

5.26 **Absence of Parents:** When both of you will be absent from your child's home overnight or for a 24 hour period or longer, the School must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of your child.

5.27 **Collection of your child:** The School must be notified in writing if anyone other than you is collecting your child from the School. The School will not permit a child to leave with a third party unless such notification has been received. The School may operate a password system.

5.28 **Late Collection:** The School may charge a late collection fee, as per the School's Fees List, for each occasion your child is collected after the School's published hours.

5.29 **Education guardians:** If you reside outside the United Kingdom, you must appoint before Entry an education guardian for your child in the United Kingdom. The School can accept no responsibility for your child when he / she is in your care or the care of their education guardian. You or the education guardian must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate education guardian rests solely with you. You are responsible in each case for satisfying yourselves as to the suitability of an education guardian. You must immediately on appointment provide the School with up to date contact details for the appointed education guardian and must immediately notify the School of any changes to those details.

5.30 **Photographs or images (including video recordings):** The School will use photographs of your child in the School's manual ID system and for educational purposes as part of the curriculum or extra-curricular activities, as further outlined in our Privacy Notices, which are available on the School's website. In addition, you and, where your child is of sufficient maturity (usually when aged 13 or older), will be asked to complete the School's *Photo Consent Form* in respect of other uses of images of your child. For example, where consent is provided, the School may obtain and use photographs or images (including video recordings) of your child for:

5.30.1 use in the School's promotional material such as the prospectus, the website and social media;

5.30.2 press and media purposes; and

5.30.3 use within the School, e.g. on notice boards, in PowerPoint presentations and on display in classrooms.

The School may also seek ad-hoc specific consent from you (and your child where appropriate) before using a photograph or video recording of your child where the School considers that the use is more privacy intrusive. For more information about how the School uses photographs

and videos of pupils, please see our Privacy Notices, which are available on the School's website.

5.31 **Transport:** You consent to your child travelling by any form of public transport and / or in a roadworthy motor vehicle (with valid MOT) driven by an adult who is duly licenced and insured to drive a vehicle of that type and who has satisfied the School's internal checks.

5.32 **Pupil's personal property:** Your child is responsible for the security and safe use of all his / her personal property including but not limited to money, mobile electronic devices, locker keys, watches, computers (including those required under any Bring Your Own Device Scheme (if applicable)), musical instruments and sports equipment, and for property lent to them by the School.

5.33 **Bring Your Own Device Scheme:** You agree that your child will be responsible for any device they bring to the School, and your child will use the device in accordance with the School's relevant rules and policies.

5.34 **Insurance:** You are responsible for arranging insurance for your child and their personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises; and for the payment of Fees due to absence of your child or the closure of the School premises.

6 Health and medical matters

6.1 **Medical declaration:** You have been asked or will be asked to complete a Medical Information and Consent Form (or any other document required by the School) concerning your child's health and must inform the Head in writing if your child develops any special educational need, medical condition, health problem, injury or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.

6.2 **Circumstances where the School may require your child to remain at home:** If the School so requires due to a health or safety risk either presented by your child to others or presented to your child by others (including a virus, pandemic, epidemic or other any other health or safety risk, including circumstances where the School reasonably concludes that your child does or may pose a risk of harm to themselves or others), you may be required to keep your child at home and not permit him/her to return to the School until the Head confirms that they may do so. Where it is considered appropriate, we may provide Education Services to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate. For the avoidance of doubt, the School is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate.

6.3 **Medical information:** Throughout your child's time as a member of the School, the School, at the direction of the Head, has the right to disclose medical information about your child if it is considered to be in your child's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, need-to-know basis.

6.4 **Emergency medical treatment:** If your child requires urgent medical attention while under the School's care, we will:

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

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

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

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

7 Behaviour and discipline

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

7.2 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. You are expected to:

7.2.1 uphold and promote the School's good name;

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

7.2.3 comply with any policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time;

7.2.4 encourage your child in his or her studies and, where applicable, continue education at home. Where the School provides materials or access to materials and/or provides instructions about teaching to be provided then you should use your best efforts to ensure that this is covered by your child whilst being educated at home;

7.2.5 keep the School up-to-date and informed about 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, any changes to your child's immigration status, and information relating to your child's health or special educational needs or medical conditions);

7.2.6 ensure 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 (which may include information relating to your child's health or special educational needs or medical conditions), or changes to any of them, are not withheld and are shared in a timely and transparent manner;

7.2.7 engage with the School in a cooperative and transparent manner and provide assistance to the School so that your child can participate in and benefit from the School's provision of the Services;

7.2.8 attend meetings and keep in touch with the School where your child's interests so require; and

7.2.9 ensure that your child takes full part in the activities of the School and ensure that your child attends each School day, is punctual, works hard, is well-behaved and complies with the School rules (including as regards the wearing of uniform and general appearance).

7.3 **School rules:** The School rules which apply are set out in the School's behaviour policy and other documents available to review by you. It is a condition of remaining at the School that you and your child (in each case to the extent applicable) comply with the School rules.

7.4 **Access to School Premises**: The School may require the exclusion of an individual (including either of you) from the School premises if the School determines in its absolute discretion that the individual's behaviour is aggressive, threatening, abusive or insulting or poses a risk to School staff, pupils or any member of the School community as a whole. The individual will be allowed to make representations to the Head if they dispute the School's decision under this clause 7.4. The School can either:

7.4.1 exclude the individual from the School's premises temporarily, until the individual has had the opportunity to formally make representations to the Head in accordance with this clause 7.4, or

7.4.2 inform the individual that we intend to exercise our rights under this clause 7.4 and invite them to make representations to the Head by the deadline notified to the individual.

After the individual's representations have been heard, the Head can decide whether to continue with the exclusion of the individual from the School's premises. The decision will be reviewed within a reasonable period of time from the exclusion, the timing of such to be determined by the Head.

7.5 **School discipline:** You accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of your child and the School community as a whole. The School's policy on behaviour and discipline current at the time and published on the School website applies to all pupils at the School and at all times when your child is in or at the School, representing the School or wearing School uniform, travelling to or from School, on School-organised trips or associated with the School at any time. The policy also applies at all times and places, in circumstances where failing to apply the policy may affect the health, safety or wellbeing of a member of the School community or a member of the public; have repercussions for the orderly running of the School; or bring the School into disrepute.

7.6 **Drugs and alcohol (if applicable):** Your child may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed, in each case in breach of School rules or policies. A sample or test in these circumstances will not form part of your child's permanent medical record.

7.7 **Sanctions:** The School's current policies (which are non-contractual and may be subject to change from time to time) on sanctions are available to you on request. Those policies may undergo reasonable change from time to time. Sanctions may include a requirement to undertake tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges or Suspension or Removal or Expulsion.

7.8 **Expulsion and Suspension:** 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/or the Suspension or Expulsion is in the School's best interests and/or those of your child or other children. The School also reserves the right to require your child to remain away from School:

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

7.8.2 in accordance with clause 4.7.1 (i.e. where the School Fees have not been paid in full and on time).

7.9 **Required Removal:** Instead of Expulsion or Suspension, the Head may in his or her discretion require you to Remove your child from the School if the Head considers that:

7.9.1 your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or represents a serious or persistent breach of any code of conduct in place with regard to parents; and/or causes a breakdown of trust and confidence; and/or adversely affects (or is likely to adversely affect) your child's and/or other children's progress at the School, and/or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute (among the School community or the general public); and/or is not in accordance with your obligations under this Contract; and/or

7.9.2 your child's attendance and/or progress at the School is unsatisfactory; and/or in the reasonable opinion of the Head, the Removal is in the School's best interests and/or those of your child and/or other children; and/or

7.9.3 separate to the Head's discretion to Suspend or Expel your child under clause 7.8, your child's conduct or behaviour (including conduct or behaviour outside School), is unsatisfactory; and/or

7.9.4 the School is unable to meet your child's needs, including in cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

7.10 **Fees following Expulsion, Suspension or Removal:** Should the Head exercise his or her right under either clause 7.8 or clause 7.9 above:

7.10.1 you will not be entitled to any refund or remission of Fees due (whether paid or payable) in or relating to the Term in which your child is Expelled, Suspended or Removed;

7.10.2 in respect of Expulsions and Removals under clause 7.9.1, the Acceptance Deposit will be forfeited and retained by the School but the Additional Deposit (if applicable) will be refunded, without interest and less any sums owing to the School; and

7.10.3 in respect of Expulsions and Removals, Fees in lieu of Notice will not be payable and any Fees that have been prepaid for or relating to any Term after the Term in which the Expulsion / Removal occurred will be refunded. For the avoidance of doubt, all arrears of Fees will remain due and payable.

7.11 **Impact of Expulsion of Removal on this Contract:** This Contract will terminate with immediate effect if your child is Expelled or Removed from the School and the School will stop providing the Services.

7.12 **Leaving status:** The School reserves the right to record the leaving status of your child on your child's file immediately after an Expulsion or Removal or Withdrawal.

7.13 **Review:** You are entitled to request a Review of any decisions taken by the School and/or the Head to Expel or Remove your child under this Clause 7. Any such Review shall be governed by the final stage of the Complaints Procedure.

8 Provisions about Notice

8.1 **A Full Term's Written Notice:** Except where otherwise stated in these terms and conditions, a Full Term's Written Notice must be given if:

8.1.1 you wish to Cancel your child's place after the Acceptance Date but before Entry; or

8.1.2 you wish to Withdraw your child from the School after Entry.

Please also see clause 5.10.

8.2 **Fees in lieu of Notice:** Fees in lieu of Notice will be payable in circumstances where you have not given a Full Term's Written Notice. Fees in lieu of Notice will be charged at (as applicable): (a) for Cancellations – the rate applicable for the Term when your child was due to start; or (b) for Withdrawals – the rate for the Term that would have been the final term of your child's education had you given Full Term's Written Notice (and not the rate for the Term when you gave notice). Where Fees in lieu of Notice are payable, the relevant amount of Fees in lieu of Notice will become payable by you either: (a) if you Cancel your acceptance of a place or Withdraw your child with immediate effect, within fourteen (14) days of the date of our invoice; or (b) if you Withdraw your child at the end of a Term, before the start of the next Term.

8.3 **Deferrals**: You may defer your child's place at the School for one Term without incurring any additional charges for the deferral, provided that you obtain the prior written consent of the Head and that your child joins the School in the Term immediately after the Term in which your child was originally due to join. If the School agrees that you may defer your child's place for one Term and your child does not join the School in the Term immediately after the Term in which your child was originally due to join, your child's place at the School will be Cancelled and Fees in lieu of Notice will be payable by you and will become due and owing to the School upon demand as a debt. The School will apply the Acceptance Deposit you have paid to the payment of the Fees in lieu of Notice you will owe us, and (if applicable) will refund the Additional Deposit (without interest, less any outstanding amounts still owed to the School).

8.4 **Cancelling Acceptance:** If you wish to withdraw your Acceptance of a place BEFORE your child's Entry you must *either* give the School a Full Term's Written Notice to that effect *or* pay to the School Fees in lieu of Notice. 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 either need to tell us in writing on or before the first day of the preceding Summer Term (ie, the final Term of the previous academic year) or pay Fees in lieu of Notice. The School will apply the Acceptance Deposit (without interest or any entitlement to repayment) to the payment of any such Fees in lieu of Notice but the Additional Deposit (if applicable) will be refunded (without interest, less any outstanding amounts still owed to the School).

8.5 **Cancelling Acceptance of a place offered in the Term before Entry:** If the offer of a place and your Acceptance is made in the Term immediately prior to the Term of Entry then this clause applies rather than clause 8.4. You must *either* give the School a notice of Cancellation no later than four weeks from the Acceptance Date *or* pay to the School Fees in lieu of Notice. The School will apply the Acceptance Deposit (without interest or any entitlement to repayment) to the payment of any such Fees in lieu of Notice but the Additional Deposit (if applicable) will be refunded (without interest, less any outstanding amounts still owed to the School).

8.6 **Withdrawal:** If you wish to Withdraw your child from the School (other than at the normal leaving date (which is at the end of Year 6) you must *either* give us a Full Term's Written Notice to that effect *or* pay to the School Fees in lieu of Notice. This means that if, for example, you wish to Withdraw you child with effect from the start of the Autumn Term (ie, at the start of an academic year) then you would need to tell the School in writing that you wish to withdraw your child on or before the first day of the preceding Summer Term (ie, the final term of the preceding academic year) or pay Fees in lieu of Notice. The School will apply the Acceptance Deposit (without interest or any entitlement to repayment) to the payment of any such Fees in lieu of Notice but the Additional Deposit (if applicable) will be refunded (without interest, less any outstanding amounts still owed to the School). Please note that 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. The School will not accept provisional or rolling notice of Withdrawal.

8.7 **Discontinuing extra activities and services:** If you wish to withdraw your child from participating in or receiving a Service which is covered by a Specified Charge, you must *either* give a Full Term's Written Notice *or* pay to the School upon demand and as a debt a Term's Specified Charges for the relevant Service in which your child had ceased to participate or receive.

8.8 **Termination by the School:** In addition to where this Contract is terminated automatically as a result of an Expulsion, Removal, Cancellation or Withdrawal, the School may terminate this Contract (without any obligation to return the Acceptance Deposit, the Additional Deposit (if applicable) or any Fees):

8.8.1 on one Term's written notice. The School will not do so without good cause;

8.8.2 if you do not make a payment to the School when it is due and still do not make payment within 14 days of the School's final reminder that such payment is due;

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

8.8.4 if you fail or refuse to provide the School at any time with information required under clause 4.16; or we are not satisfied with the information you have provided (if any). Instead of ending this Contract, the School may otherwise refuse to allow your child to attend School until the relevant satisfactory information has been provided;

8.8.5 if your child no longer holds an immigration status which confers a right to study in the UK;

8.8.6 if you (or either of you):

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

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

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

(d) are the subject of a bankruptcy petition or order; or

(e) enter into an individual voluntary arrangement; or

8.8.7 if you otherwise do not comply with (ie, breach) your obligations under this Contract such that the School has a legal right to end the Contract because of something you have done wrong; or

8.8.8 in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the Services it needs to in satisfaction of its obligations under this Contract.

8.9 **When this Contract will end if not terminated early:** For the avoidance of doubt and without the School having to provide you with notice, this Contract will end at the end of your child's schooling (at the end of Year 6). This may be earlier if your child does not meet any requirements imposed by the School under clause 5.10.

9 Events beyond the control of the parties

9.1 **Notification:** If either the School is or you are prevented from or delayed in carrying out our/your contractual obligations as a result of a Force Majeure Event, we/you must immediately notify the other party in writing and will be excused from performing those obligations while the Force Majeure Event continues.

9.2 **Continued force majeure:** If a Force Majeure Event continues for a period longer than 30 days, the party who has provided notification under clause 9.1 will notify the other of the steps to be taken to ensure performance of (as applicable) our/your contractual obligations. If the School has notified you in accordance with clause 9.1, we will take reasonable steps to re-organise the curriculum in order to continue to provide the delivery of educational services as soon as reasonably practicable.

9.3 **Termination:** If the Force Majeure Event continues for a total period longer than 60 days, the party in receipt of notification under clause 9.1 may terminate this Contract by providing at least 3 working days' notice in writing to the other party.

10 General contractual matters

10.1 **Data protection:** The School has a "parent privacy notice" and a "pupil privacy notice" which explain how the School will use your child's and your personal data. These privacy notices are published on the School's website.

10.2 **Consumer rights:** Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they will be treated as severable and will be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the protection offered by law.

10.3 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this Contract. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and procedures, the disciplinary framework, and the length of School Terms. Many of these changes will happen as a matter of course. However, where practicable, the School will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate Term before the change is to take effect. For example, if a change is to take effect at the start of the Autumn Term, we would notify you before the end of the preceding Spring Term. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required Full Term's Written Notice of (as applicable) Cancellation or Withdrawal to the School under (as applicable) clause 8.4, 8.5 or 8.6 above.

10.4 **Assignment:** We may transfer our rights and obligations under this Contract to another person or organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

10.5 **Notices.** Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:

10.5.1 sent by email to the School using this email address: office@duncombe-school.co.uk; or

10.5.2 delivered by hand or post to the School.

In light of the importance under this contract of serving certain notices on or before a particular deadline, and the consequences that may follow if you do not do so, we recommend that you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 7 days (during a school holiday period) after sending the notice

10.6 **Information for parents:** We provide you with information about the School and the Services we provide in good faith. This information may be contained on the School's website or in statements made by staff or pupils during a visit or an open day. If you wish to take account of the information provided to you when deciding whether to enter into this Contract you should

seek specific written confirmation from the Head that the information is accurate before you Accept the offer of a place.

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

10.8 **Rights in relation to the enforcement of this Contract**: If the School chooses not to enforce any part of this Contract, or delays enforcing it, this will not affect the School's right to enforce the same part later (or on a separate occasion) or the rest of this Contract. If the School cannot enforce any part of this Contract, this will not affect the School's right to enforce the rest of this Contract.

10.9 **Third party rights:** Only you and the School are parties to this Contract. Neither your child nor any third party is a party to this Contract and will not have any rights to enforce any term of it.

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

10.11 **Jurisdiction:** This Contract was made at the School and it, together with each matter relating to the provision of educational services by the School is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

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