



WELLINGTON  
COLLEGE  
PREP

**(formerly Eagle House School)**

# **Terms & Conditions**

with effect from  
1<sup>st</sup> September 2024

Wellington College Prep

*part of*

The Wellington College

Registered Charity No: 309093

Registered Office: Wellington College, Crowthorne, Berkshire RG45 7PU

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

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

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

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

## I. Definitions

- (a) Meanings of some words and phrases we use in the Contract. In our Contract with you, some words and phrases have particular meanings, and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

**“Acceptance Deposit”** has the meaning given to it in the Acceptance Form;

**“Acceptance Form”** means the form completed by you when accepting a place for your child at the School;

**“Administration Fee”** has the meaning given to it in the Acceptance Form;

**“child”** means the child named in the Offer Letter (the age of the child being calculated in accordance with British custom);

**“Code of Conduct”** means the code of conduct of the School and the supporting policies which set out our expectations concerning conduct and behaviour of pupils of the School and as may be amended from time to time. A copy of the then current version of the code of conduct is sent to parents with the Acceptance Form. Updated versions are available upon request from Reception;

**“Complaints Procedure”** means the School’s procedure for handling complaints from parents, as amended from time to time. It does not form part of the Contract between you and the School. A copy of the most up-to-date procedure is on the School’s website and is otherwise available from the School at any time upon request;

**“Contract”** has the meaning given in Clause 1(b) below;

**“Deposit”** means the Acceptance Deposit and any Overseas Deposit;

**“enters the School”** means the date on which a child is scheduled to commence as a pupil at the School;

**“fees”** means the termly fees set out in the Schedule of Fees, such amounts being exclusive of any applicable taxes payable from time to time;

**“FIA Terms and Conditions”** means the supplemental terms and conditions relating to the School’s fees in advance scheme;

**“Governors”** means the governors of The Wellington College who are appointed from time to time under its Charter;

**“Head”** means the person appointed by the Governors to be responsible for (or to share in the responsibility for) the day-to-day running of School, including anyone to whom such duties have been delegated;

“**Joining Papers**” means the forms completed by you prior to your child joining the School;

“**Offer Letter**” means the letter to you offering your child a place at the School;

“**Overseas Deposit**” has the meaning given to it in the Acceptance Form;

“**Privacy Notice**” means the School’s privacy notice which is available on the School’s website;

“**Registration Form**” means the form completed by you to register your child as a prospective pupil at the School;

“**responsible adult**” means a person resident in the UK who is over the age of 25, fluent in English and not a full-time student;

“**Schedule of Fees**” means the note of the School’s prevailing fees notified to you from time to time and a copy of which is available on the School’s website and from the School at any time upon request;

“**School**”, “**we**” or “**us**” means Wellington College Prep (formerly known as Eagle House School), part of The Wellington College as now or in the future constituted (and any successor, assignee or transferee). The Wellington College is a Royal Charter Body and a charity registered with number 309093, whose registered address is at Wellington College, Duke’s Ride, Crowthorne, RG45 7PU and whose registered VAT number is 572547717;

“**supplemental charges**” has the meaning given to it in Clause 4(b), such amounts being exclusive of any applicable taxes payable from time to time;

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

“**a term’s notice**” means **written** notice given before the published first day of a term;

“**terms and conditions**” means these terms and conditions; and

“**you**” or the “**parents**” means each person who has signed the Acceptance Form as a person with parental responsibility for the child, or a person who, with the School’s express written consent, replaces a person who has signed the Acceptance Form and has accepted responsibility for a child’s attendance at the School.

In our Contract with you, we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words “**for example**”, “**includes**” or “**including**”. When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

A reference to these terms and conditions, our Contract, any agreement, contract, document, form or notice is a reference to these terms and conditions, our Contract, that agreement, contract, document, form or notice as may be amended from time to time.

- (b) Our contract with you. The **Registration Form**, the **Offer Letter**, the **Acceptance Form**, the **Schedule of Fees**, the **FIA Terms and Conditions**, the **Joining Papers**, these **terms and conditions** and any conditions of any award, bursary or scholarship (as in each case may be amended from time to time) form the terms of an agreement (the “Contract”) between you and the School. For the avoidance of doubt, (i) none of the School’s prospectus, the website nor the Code of Conduct and policies form part of the Contract; and (ii) this Contract applies only to parents and their children who are pupils or who are registered to be pupils of the School. Wellington College has separate terms and conditions for its parents and pupils.
- (c) Rights of third parties. It is not intended that the terms of the Contract shall be enforceable by your child or by any other third party.

## **2. Acceptance and Deposit**

- (a) How you accept our offer of a place. An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the Deposit and Administration Fee. At this point, the Contract becomes legally binding between the School and the Parents.
- (b) The Administration Fee. The Administration Fee is not refundable in any circumstances. The Administration Fee is separate from the Deposit.
- (c) The Deposit. The Acceptance Deposit and Overseas Deposit are only refundable in the circumstances set out in this Contract.
- (d) How we use the Deposit. 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.
- (e) Requirement for you to increase the Deposit amount. The School reserves the right to require payment of an additional deposit in the case of a child who transfers from a day boarder to a boarder and/or whose normal residence moves from being within the United Kingdom to being outside the United Kingdom. Such additional deposit forms part of the Deposit and shall be subject to the terms of paragraphs (c) and (d) above.
- (f) Direct debit mandate. Except where none of the Parents lives in the United Kingdom or has an account with a bank or building society with offices in the United Kingdom: (i) the child may not join the School until the Parents have returned to the School a duly completed direct debit mandate; and (ii) the Parents will sign and return a direct debit mandate promptly on the School's request.

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

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

## **3. Withdrawing your Acceptance of a Place before your child enters the School**

- (a) The period of notice we require. **If you wish to withdraw your acceptance of a place BEFORE your child enters the School, you must either give us written notice before the first day of the term immediately preceding the term in which your child was due to start or pay to the School a term's fees in lieu of notice.** This means that if, for example, your child is due to start at the School in September (i.e., at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the last day of the preceding Easter holidays (i.e., before the final term of the preceding academic year). Other than in the circumstances set out in paragraph (e) below, this applies even if your child is offered a place in the term immediately prior to the term of entry.
- (b) If we receive more than 20 months' notice. If you provide that notice more than 20 months before your child is due to start at the School, we will return the Acceptance Deposit to you and no further fees will be payable. This means if, for example, your child is due to start at the School in September, then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the 31st December falling two calendar years before the calendar date on which they are due to start.
- (c) If we receive more than a term's but less than 20 months' notice. **If you provide notice on or before the date set out in paragraph (a) above but less than 20 months before your child is due to start at the School, you will lose the Acceptance Deposit, but no further fees will be payable.**

- (d) *If we do not receive a term's notice.* If you do not provide us with a term's notice (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the School upon demand as a debt. The term's fees will be charged at the rate applicable for the term when your child was due to start. The School will credit to you the Deposit you have paid (without interest) to the payment of the term's fees you will owe us.
- (e) *If your child is offered a place in the term immediately prior to entry.* If you do not provide us with a term's notice (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the School upon demand as a debt. The term's fees will be charged at the rate applicable for the term when your child was due to start. The School will credit to you the Deposit you have paid (without interest) to the payment of the term's fees you will owe us.

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

- (a) *What the fees include.* The fees include all the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).
- (b) *What the fees do not include: supplemental charges.* We refer to any items or services charged to you in addition to the fees as **supplemental charges**. By way of example, uniform, optional school fees insurance, optional health insurance, expenses incurred by the School in helping the child to apply for a visa to study in the United Kingdom, all public examination fees and certain supplemental tuition such as individual music lessons and some additional learning support are supplemental to items met by the fees and constitute supplemental charges. The cost of trips, visits and certain co-curricular activities also constitute supplemental charges. Your consent will be obtained in advance if the cost per pupil will exceed £25 and/or involves an overnight stay or going abroad. The School may also charge you for any damage intentionally caused by your child (whether alone or with others) to School property or the property of any other person (fair wear and tear excepted).
- (c) *Applicable taxes.* All of the fees and supplemental charges are exclusive of any taxes which will be added (where applicable).

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

- (d) *Who is responsible for payment.* Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our Contract applies to you together with each other person who has signed the Acceptance Form and each of you on your own. Each of you remains liable to the School for all of the fees and supplemental charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent. The only exceptions to this are in paragraph (f) below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents and/or third parties do not normally bind or apply to the School and do not extinguish either parent's liability for the fees and supplemental charges due under this contract.
- (e) *Payment of fees by a third party.* An agreement with a third party (for example, an employer, stepparent without parental responsibility or grandparent) to pay the fees or any supplemental charges does not affect your liability under the Contract (including in respect of the payment

of fees or any supplemental charges in the case of default by such third party). The School reserves the right to refuse to accept payment from a third party.

- (f) How can one person remove him/herself from their payment responsibility. A person who has signed the Acceptance Form may withdraw from the Contract with the School by submitting a term's notice, but that person must obtain the prior written consent of both the School and the other person who has signed the Acceptance Form before such notice is effective.
- (g) How financial awards are treated. If your child has been awarded a financial award, your responsibility will be to pay for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms and conditions upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that an award may be withdrawn from your child, you will be notified in advance. If, within 14 days following the withdrawal of an award, your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School.
- (h) How the fees are charged and payment requirements. **The annual fees are divided into three equal parts and charged separately on a termly basis, regardless of the length of any term and regardless of your child's year group. Each term's fees fall due for payment by you on the first day of that term.** Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 4(e) above). The fees must be paid in full together with any applicable taxes by direct bank transfer or direct debit on or before the first day of the term to which the invoice relates. The School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the School and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid by direct debit in not more than 3 instalments within a period that does not exceed 3 months (beginning with the date of the relevant invoice). The School will issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's fees. We may not allow your child to attend the School if you do not pay on time.
- (i) Payment of supplemental charges. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the fees invoice. **All such supplemental charges must be paid in full together with any applicable taxes by direct bank transfer or by direct debit collection on or before the first day of the term to which the invoice relates.** If an item on an invoice has been queried, the balance of the invoice must be paid in accordance with the Contract.

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

- (j) Non-payment of fees. Whilst any fees are outstanding or if there is a persistent failure by you to pay the fees on time, we may refuse to allow your child to attend the School, withhold any references or property or, if applicable, withdraw sponsorship of your child's Tier 4/Child Student visa. This applies in addition to our right to terminate this contract under Clause 14.
- (k) Non-payment of supplemental charges. Whilst any supplemental charges are outstanding, we may refuse to allow your child to benefit from the service to which the supplemental charge relates (for example, to sit a public examination, to participate in a co-curricular activity or receive the relevant service). If supplemental charges in respect of a charged for activity remain unpaid 28 days after the due date of payment, such non-payment will be deemed to be



a withdrawal of the child from that activity and a term's fees in lieu of notice for that activity will be payable in accordance with the Contract.

- (l) *We can charge interest if you pay late.* If you do not make any payment to the School by the due date for payment, we may charge interest to you on the overdue amount at the rate of 1.5 per cent per month. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. **You must pay the School the interest together with the overdue amount.**
- (m) *We can recover our costs for recovering late or non-payments.* You will be responsible for paying the costs, fees, disbursements and charges we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal fees and costs reasonably incurred by the School in the recovery of any unpaid fees or supplemental charges regardless of the value of the School's claim).
- (n) *Part payment.* If you pay any sum that is less than the sum due and owing, the School may accept it on account only. We may charge interest and late payment charges in accordance with paragraphs (iii) and (iv) above in respect of the outstanding balance.
- (o) *Appropriation.* The School shall allocate payments made to the earliest balance on the child's account. You agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of the Parents.
- (p) *We can notify other educational institutions of your outstanding payments.* **We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.**

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

- (q) *Our ability to increase the fees.* **We will review our fees during the course of your child's education and may increase them. Not later than the final day of the term before the increase is to take effect, we will notify you of the increased fees which will take effect from the start of the immediately following academic year (the "annual fee increase"). If a new increase takes effect from any other time during the academic year OR the increase exceeds RPI plus 5%, we will either:**
  - (i) give you notice of an increase to the fees before the end of the penultimate term before the increase is to take effect, giving you the time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, to provide the required term's notice of withdrawal to the School under Clause 5(a) below; or
  - (ii) if we give you notice later than the last day of the penultimate term before the increase is to take effect, permit you to withdraw your child from the start of the immediately following term PROVIDED THAT you give the School notice in writing of the withdrawal within twenty-one (21) days from the date when notice of the increase in fees is given. If you provide this notice you will not need to give a term's notice or pay fees in lieu of notice and will be able to withdraw your child without being responsible for fees for the next term. The School will credit to you the Deposit you have paid (without interest) less any sums owing to the School.
- (r) *Fees and supplemental charges will not be reduced due to your child's absence.* Unless there is a legal liability (including liability under a court order or under the provisions of the Contract), fees and any agreed supplemental charges will not be refunded, reduced or waived as a result of absence due to illness or otherwise, or a term is shortened, or a holiday extended, or if a child is released home before, during or after public examinations or otherwise before the normal end of term, or your child is required to study from home as a result of us providing educational services remotely or the School is temporarily closed due to adverse weather conditions, or for any other reason.

- (s) How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School. Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (i.e., where you have made a 'lump sum' capital payment in respect of all or part of the fees due under the Contract) the School will administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under the Contract. For the avoidance of doubt, the School will provide a termly statement of account in respect of the fees and supplemental charges and the difference will be payable in accordance with the terms of the Contract.
- (t) Information on your identity and the source of funds. From time to time we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:
- (i) your identity;
  - (ii) your child's identity;
  - (iii) that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
  - (iv) your child's right to enter, live and study in the United Kingdom; and
  - (v) the legitimate source of funds you are using to pay the fees.
- You must provide the School with the information and documentation that we ask for.
- (u) We may carry out due diligence checks on Parents. The School reserves the right to carry out due diligence checks on Parents and you consent to us carrying out such checks. Due diligence checks which may be carried out by the School include (i) enquiring of previous schools attended by your child or any other child of one or both of you whether you adhered to the terms of any contract in place with that school, the circumstances relating to your child's departure; (ii) anti-money laundering checks; and (iii) checks against any sanctions or terrorist financing lists.
- (v) How fees are discharged under our "Fees in Advance" scheme and your continued responsibility to pay any outstanding or additional amounts still owed to the School. Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (i.e. where you have made a "lump sum" capital payment in respect of all or part of the fees due under this Contract), the School will administer that lump sum to meeting the fees pursuant to the FIA Terms and Conditions but you will still need to meet the differences (if any) between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this Contract. The School will provide a termly statement of account in respect of the fees and supplemental charges and the difference will be payable in accordance with the terms of this Contract.

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

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice. In such circumstances we require you to pay us fees in lieu of notice which is a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given.

## **5. Notice Requirements**

- (a) **Notice to withdraw your child from the School.** If you wish to withdraw your child from the School (other than at the end of Year Eight), you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice, at the rate that would have been charged for the final term of provision if a term's notice had been given. This means that if,



for example, you wish to withdraw your child with effect from the start of the autumn term (i.e., at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the last day of the preceding Easter holidays (i.e., before the final term of the preceding academic year) or pay the fees in lieu of notice referred to above.

- (b) Notice to change your child's place at the School. **If the Head agrees that your child's place at the School will change from a boarding to a day place or between categories of boarding and this agreement is reached less than a term before the change, the School reserves the right to charge you 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) When the relevant amount in lieu of notice must be paid. Unless otherwise set out in this Contract, the appropriate sum of fees in lieu of notice will become payable by you upon demand as a debt.
- (d) Notice to withdraw your child from participating in an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental (for example, if your child discontinues extra tuition), you must either give a term's notice to that effect or a term's charges for the activity or service in which your child has ceased to participate will be immediately payable as a debt.
- (e) Withdrawal part-way through a term does not reduce the amount you owe to the School. **It is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity or receive a service part-way through a term.**

## **6. School Rules**

- (a) Compliance with the Code of Conduct. It is a condition of remaining at the School that you and your child (in each case, to the extent applicable) comply with the Code of Conduct. In addition, you must ensure that your child attends the School punctually and that your child conforms to any rules or policies about appearance, dress and behaviour as we may issue (if not already included within the Code of Conduct).
- (b) Leaving School premises. The School will do all that is reasonable to ensure that your child remains on site during School hours, but we cannot accept responsibility for any child of any age if he/she leaves School premises in breach of the Code of Conduct.
- (c) Religious observance and relationships and sex education (RSE) and health education. Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School's policies which are in force from time to time.
- (d) We may undertake drug and alcohol testing of your child. **The School may undertake drug and/ or alcohol testing of pupils in accordance with the School's drug and/or alcohol policy (as relevant).** These policies have been adopted for disciplinary purposes, and with the aim of safe-guarding the health and safety of all pupils.
- (e) Monitoring your child's telephone, email and messaging communications, internet use, and use of social media. **The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet use (whether over the School's Wi-Fi network or through your child's data allowance), and use of social media.** We may do this for various reasons, including ensuring compliance with the Code of Conduct or where it is appropriate or necessary for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

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

- (a) The Head's discretion to suspend or expel your child from the School. The Head may in his or her discretion suspend or, in serious or persistent cases, expel your child from the School if the

Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and/or the suspension or expulsion is in the School's best interests and/or those of your child or other children.

- (b) The Head's discretion to require your child's absence from the School. The Head may in his or her discretion require your child to be absent from the School whilst investigating a matter which may result in the suspension or expulsion of your child or another pupil.
- (c) Where you can find examples of offences punishable by suspension or expulsion. The Behaviour Management Policy sets out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and the Head may decide that suspension or expulsion for a lesser offence is justified, for example where there has been previous misbehaviour, or the circumstances warrant it. All aspects of your child's record at the School may be taken into account.
- (d) The Head's discretion to require you to remove your child from the School. 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:
  - (i) **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/ or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing of the School's staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with the School's values or your obligations under the Contract; or
  - (ii) your child's attendance, progress or behaviour is unsatisfactory, and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children and/or members of the School's staff.
- (e) What happens if your child is expelled or removed from the School.
  - (i) Should the Head exercise his or her right under this Clause 7 to expel your child or require them to be removed you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is expelled or required to be removed. The Acceptance Deposit will be forfeited and retained by the School but the School will credit to you any Overseas Deposit you have paid (without interest) less any sums owing to the School.
  - (ii) If your child is expelled or you are required to remove your child from the School, fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the expulsion/required removal will be refunded. All arrears of fees and supplemental charges and any other sums due to the School will be payable.
- (f) Impact of expulsion or required removal on the Contract. Provided you have paid the School's final invoice, the Contract will terminate with immediate effect if your child is expelled or if you are required to remove your child from the School.
- (g) Your right to have decisions regarding expulsion or required removal reviewed. You are entitled to ask for a review of any decision taken by the School and/or Head to expel your child or require their removal. Any such review shall be governed by the final stage of the School's Complaints Procedure. Your child shall be suspended from the School pending the outcome of the review.
- (h) The Head's discretion to exclude you from the School premises. The Head may in his or her discretion exclude one or more of a child's Parents from the School premises. Any such exclusion of a Parent does not prejudice the School's other rights under this Contract.

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

- (a) The period of your child's schooling. Subject to terms of the Contract, the School will accept your child as a pupil of the School and register your child on the School's statutory register from the time of joining the School until the end of Year Eight. However, the School shall not

be obliged to permit your child to continue into 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. Notwithstanding any conditions on entry imposed by the School, if you wish to withdraw your child prior to entering the next stage of the School, the terms of Clause 5 above applies and you will either need to give us a term's written notice or pay us a term's fees in lieu of notice.

- (b) Progression to Wellington College. Attendance or registration at the School does not mean that there will be automatic entry to the admissions process at Wellington College. If you would like your child to be considered for entry to Wellington College, you should apply in the usual way.
- (c) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the direct supervision of a member of School staff.** The School shall adhere to and comply with the *National Minimum Standards for Boarding Schools* (applicable from time to time) published under the Children Act 1989 (as amended or superseded).
- (d) Our right to make changes at the School. Our website and prospectus describe the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum, 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) or our policies.
- (e) We will give you notice of significant changes. Where practicable, we will give you notice of any planned substantial changes that we regard as affecting a significant part of the School's core offering prior to the end of the penultimate term before the change is to take effect. If we do not do this and you wish to withdraw your child from the School on or before the end of the term in which such change has taken effect, whilst you must still give notice of your child's withdrawal from School, you will not be liable to pay a term's fees in lieu of notice in accordance with Clause 5(a) above.
- (f) Consent to participation in trips and visits, in collision, contact and other sports and activities. Unless you notify us to the contrary, you consent to your child participating in trips and visits, in collision, contact and other sports and activities which may entail some risk of physical injury.
- (g) Consent to transport: You give your consent to your child travelling by any form of public transport and/or in a motor vehicle driven by an adult who is duly licensed and insured to drive a vehicle of that type.
- (h) What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will:
  - (i) take action (for example, by contacting the emergency services);
  - (ii) try to contact you and, if we cannot, try to contact any other named emergency contact or educational guardian;
  - (iii) if it has been possible to access your child's medical file, 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 had); and
  - (iv) where necessary (for example, where it is not practicable to contact your or other named emergency contacts or any educational guardian or where there has been no timely response), deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional, such decisions being taken without regard to the information contained in your child's medical file if it is not practicable to access it.

- (i) Monitoring your child's progress at the School. We will monitor your child's progress at the School and report regularly to you by means of grades, full written reports and parents' meetings.
- (j) Special educational needs. We will advise you if we have any serious concerns about your child's progress, but we do **not** undertake to diagnose any special educational needs. A formal assessment can be arranged either by you or by the School at your expense.
- (k) Mental health conditions. We will advise you if we have any serious concerns about the state of your child's mental health but we do not undertake to diagnose any mental health conditions. A formal assessment can be arranged either by you or by the School at your expense.
- (l) Public examinations. The Head may, after consultation with the Parents and the child, decline to enter the child's name for an examination if, the Head considers that, by doing so, the child's prospects in other examinations may be impaired and/or if the child has not prepared for the examination with sufficient diligence, for example, because the child has not worked or revised in accordance with advice or instruction from his/her teachers.

## **9. The Parents' Obligations**

- (a) We require your co-operation. In order to fulfil our obligations under the Contract and to maintain a constructive relationship with you, we, the Head and the School's staff, need your co-operation.
- (b) Examples of the co-operation and assistance we require. You must co-operate with the School and the School's staff in good faith, including by:
  - (i) maintaining a constructive relationship with the School's staff (including acting reasonably and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate);
  - (ii) encouraging your child in his or her studies, and giving appropriate support at home;
  - (iii) keeping 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:
    - (aa) your ability to pay the fees and supplemental charges for your child;
    - (bb) your child's welfare or happiness;
    - (cc) your child's safety; or
    - (dd) your child's immigration status.
  - (iv) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to them) are not withheld;
  - (v) providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education (including where the School may wish/ need to provide such education remotely); and
  - (vi) attending meetings and keeping in touch with the School where your child's interests so require.
- (c) You must notify us of your child's health/medical conditions or special educational needs. It is a condition of your child's joining and remaining at the School that you (i) complete and submit to the School a medical questionnaire in respect of your child; (ii) permit your child to have a routine medical examination at the School's Health Centre during their first year at the School; and (iii), in the case of boarding pupils, register your child with the School's GP whilst your child is a pupil at the School and comply with the School GP's advice. You must promptly inform the School of any health or medical condition (in either case, physical or mental) (including any infections), special educational need(s), disability, allergy or any behavioural, emotional, or social difficulty that your child has or subsequently develops, whether long-term or short-term or underlying or not, and if your child is under the care of CAMHs/independent mental health practitioner at any time. You must also provide us, whether upon further request by the

- School or otherwise, any reports or other materials relevant to any of the same (including any EHCP or reports from any educational psychologist, occupational therapists or mental health practitioners or services) and cooperate with the School in relation to any reports and materials. If you withhold from us or otherwise misrepresent to us information of this nature, please be aware that this may result in us exercising our right to end this contract under Clause 14 below.
- (d) Circumstances where we may require you to keep your child away from School. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or presented by your child to him or herself, or by reason of a virus, pandemic, epidemic or other health risk, or where the Head determines in his or her discretion that it is not in your child's best interests to remain at School, you may be required to keep your child at home and not permit him/her to return to the School until such time as those circumstances have passed. Where it is considered appropriate, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- (e) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/ or the School's provision of education to your child. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).
- (f) You must notify us of any changes to your financial position: You must notify the School immediately upon:
- (i) any change to your financial circumstances which may prejudice your ability to pay the fees as they fall due;
  - (ii) being unable to pay your debts as they fall due;
  - (iii) entering into an individual voluntary arrangement;
  - (iv) being made the subject of a bankruptcy petition or order;
  - (v) becoming the target of any economic sanctions imposed by any government; or
  - (vi) being under investigation for any possible breach of any anti-corruption laws, any anti-money laundering laws or any economic sanctions laws.
- (g) You are responsible for ensuring that your child has the appropriate immigration permissions. You are responsible at all times for ensuring that your child has the appropriate immigration permission to enter and reside in the United Kingdom and to study at the School and must update the School of any changes to this status whilst your child remains a pupil of the School. If your child is found not to be in possession of the correct leave to be in the United Kingdom, your child may be required to leave the School immediately and without refund of the Acceptance Deposit or fees paid.
- (h) We require you to nominate a responsible adult and/or guardian for us to contact in your absence. It is a condition of your child's joining and remaining at the School that you complete and submit to the School a parental absence form for your child. Amongst other things this form will nominate a responsible adult to whom you will delegate authority to make decisions relating to your child if the School is not able to contact you. If you are resident outside of the United Kingdom, it is a further condition that you nominate a guardian for your child. The responsible adult and the guardian may be the same person. You must notify the School if the responsible adult or guardian changes or if their contact details change.



- (i) We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 9(j) below or otherwise according to the circumstances, you (and each of you) accept that the School is entitled to treat:
- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
  - (ii) any communication from the School to one of you as having been given to both of you.

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

- (j) We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under the Contract (i.e., under any of Clauses 3(a), 4(f), 5(a), 5(b) or 5(d)) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).
- (k) You must notify us of your child's absence from School. The School Reception must be informed as soon as possible 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.
- (l) Residence during term time. During term time, your child must reside with you, a legal guardian or another responsible adult unless resident as a boarder. If your child will be residing with someone other than you or a legal guardian during term time, the School must be notified immediately in writing.
- (m) Parents must notify us if they will be absent for a period of time or if your child will be residing elsewhere. If at any time during your child's time at the School:
- (i) the Parent(s) with whom the child usually resides will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than one night; or
  - (ii) your child will be residing under the care of someone other than a Parent, then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a responsible adult for the period of your absence.
- (n) Raising concerns with the School and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure.

## **10. Responsibility for loss and insurance**

- (a) Your child's responsibility for their personal property. Your child is responsible for the security and safe use of all of his or her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment and for property lent to them by the School.
- (b) Your responsibility to make your own insurance arrangements. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees. You must make your own insurance arrangements if you require cover:



- (i) for your child or their property while travelling to or from School, at School or participating in any School activity away from the School premises; or
- (ii) for the payment of fees due to absence of your child or closure of the School premises.

**PLEASE READ THIS NEXT SECTION CAREFULLY**

*Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own. The law considers that children of average maturity will, from the age of around 13, have sufficient awareness of their own privacy to make certain choices relating to their personal data themselves. Parents' views remain important but sometimes the law will require us to give more weight to the decision the child makes about his or her own privacy.*

*For most purposes, it will not in fact be necessary for us to obtain consent from you (or your child) for the use we make of personal data of your (or your child's) personal data. The law recognises this but also requires that, as far as possible, we set out clearly what these uses will be. Please also see our Privacy Notice.*

**II. How we may use Personal Information: References, Confidentiality and Data Protection**

- (a) References for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (b) We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and audio-visual recordings, both whilst your child is at the School and after he or she has left, for the purposes of:
  - (i) managing relationships between the School and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration, and processing of fees; and;
  - (ii) promoting the School to prospective pupils/parents;
  - (iii) publicising the School's activities; and
  - (iv) communicating with the Wellington College Prep community and the body of former pupils of Wellington College Prep and Eagle House School (as Wellington College Prep was formerly known).In respect of paragraphs (ii), (iii) and (iv), this includes use of such information by the School in/ on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.
- (c) You are required to update us of changes to information held, or in circumstances relating to you and/or your child. You must:
  - (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and
  - (ii) inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the

United Kingdom), or to information about you or your child that has previously been notified to the School, including relevant contact details.

- (d) As a Child Student sponsor school, we need your consent to us providing certain information to the Home Office. In order to comply with our responsibilities as a licensed Child Student Sponsor for immigration purposes, we may need to provide information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor your child or not). Such information may include information about your child's immigration status, attendance records, and any changes in you or your child's circumstances (including where your child is expelled, required to be removed or this contract is terminated).
- (e) We will send information (e.g., school reports) about your child to both of you as a matter of course. 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 persons 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 laws).
- (f) Data Protection Laws. The School will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018 (each as it may be amended or superseded) and other related legislation. We will process such personal data:
- (i) as set out in this Clause 11, and in the School's Privacy Notice;
  - (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
  - (iii) to perform our obligations under the Contract, and where otherwise reasonably necessary for the School's purposes.

## **12. Intellectual Property Rights**

- (a) Your child's rights. The School reserves all rights and interest in, to and under any copyright, design right, registered design, patent or trademark (**intellectual property**) arising as a result of the actions or work of your child in conjunction with other pupil(s) and/or any member of staff of the School or under the direction of any member of staff of the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the child's role in the creation of such intellectual property. The School shall recognise any other intellectual property rights otherwise created, generated or owned by or vested in your child.
- (b) Returning work. Other than as set out in paragraph (a) above, work will be returned to your child when it is no longer required for purposes of assessment or display. You consent for yourselves and, so far as you are entitled to do so, on behalf of your child, to our retaining such work on School premises until, in our professional judgment, it is appropriate to release the work to your child. We will take reasonable care to preserve your child's work undamaged but cannot accept liability 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.

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

The circumstances in which we may transfer the Contract to someone else. 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.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out the rights we have, and that you have, to cancel the Contract early (that is, before the normal leaving date for the end of your child's schooling in Year 13).

## **14. Ending the Contract**

- (a) *Our rights to end the Contract.* In addition to where our Contract is terminated automatically as a result of an expulsion or required removal, the School may end the Contract at any time by notice in writing to you, without any obligation to return any deposit of fees to you, if:
- (i) you do not make a payment to us when it is due, and you still do not make payment within twenty-eight days of us reminding you that such a payment is due;
  - (ii) you (or either of you) make a misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that your child is legally entitled to enter and study in the United Kingdom when in fact your child is not or any information about any health or medical condition (in either case, physical or mental) (including any infections), special educational need(s), disability, allergy or any behavioural, emotional, or social difficulty that your child has or subsequently develops, whether long-term or short-term or underlying or not;
  - (iii) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
  - (iv) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form; you fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to enter, live and study in the United Kingdom, or the source of funds you are using to pay the fees, as required under Clause 4(t);
  - (v) your child no longer holds an immigration status which confers a right to enter and study in the UK and you have been unable to resolve this issue within a reasonable timeframe;
  - (vi) you (or either of you):
    - A. are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
    - B. repeatedly or persistently fail to pay the fees when they fall due for payment; are the subject of a bankruptcy petition or order;
    - C. are otherwise unable to pay your debts as they fall due; is a target of sanctions that have been imposed by any government; or
    - D. are the subject of a bankruptcy petition or order;
    - E. enter into an individual voluntary arrangement;
    - F. is a target of sanctions that have been imposed by any government; or
    - G. is under investigations for any possible breach of any anti-corruption laws, any anti-money laundering laws or any economic sanctions laws; or
  - (vii) you otherwise do not comply with (i.e. you breach) your obligations under the Contract such that we have a legal right to end the Contract because of something you have done wrong or the Head determines that the School is not able to provide or is compromised in providing the educational services it needs to in satisfaction of its obligations under the Contract.

Without prejudice to any other rights the School may have under this Contract, if the School terminates the contract in accordance with this paragraph (a) and such termination takes place with immediate effect, you will be obliged to pay fees in lieu of notice in respect of your child. The School is not obliged to return the Acceptance Deposit or any fees paid.

- (b) *Your rights to end the contract.* You may end the Contract at any time by notice in writing to the School if:
- (i) you have a legal right to end the Contract because of something we have done wrong; or

- (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) When this Contract will end if not terminated early. For the avoidance of doubt and without us having to provide you with notice, the Contract shall end on the settlement of the School's final invoice or the end of your child's schooling at the end of Year Eight, whichever is later.
- (d) Ending the Contract will not affect any accrued rights. Once the Contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After the Contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

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

- (a) What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, strikes, industrial disputes, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination, failure of utility service or transportation. In the remainder of this Clause 15 we shall refer to such events outside of our/your control as an "**event**".
- (b) What happens if we are affected by an event outside of our control. If an event arises which prevents or delays the School's performance of any of its obligations under the Contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- (c) Events lasting more than 6 months. If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the Contract after such period and you shall then, following receipt of such notice, be entitled to end the Contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- (d) What happens if your child is affected by an event outside of your control. Subject to Clause 4(h), if your child is wholly and completely unable to participate in the provision of any education at the School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
  - (i) in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under the Contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
  - (ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School (whether at the or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
  - (iii) if the event continues to prevent your child from wholly and completely attending the or being able to participate and benefit from any level of provision of education by the School (whether at the or remotely) for a continuous period of more than six (6) months you shall discuss with the School a solution by which the Contract may be performed and, following such discussions, you or the School shall be entitled to cancel the Contract on written

notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice..

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

- (a) Notices must be in writing. When the Contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- (b) We will use the contact details held by the School to contact you. Communications (including notices) will be sent by the School to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the School promptly of any change of address(es) or other contact details.**
- (c) How to provide written notice to the School. Notices that you are required to give under the Contract must be **in writing** addressed to the Head and either:
  - (i) sent by email to the School using the email address [reception@eaglehouseschool.com](mailto:reception@eaglehouseschool.com) cc'd to [bursar@eaglehouseschool.com](mailto:bursar@eaglehouseschool.com) or such other email address as the School may notify you of from time to time;
  - (ii) delivered by hand to the School and marked for the attention of the Head;
  - (iii) sent to the School and marked for the attention of the Head by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
  - (iv) otherwise sent to the School's address and marked for the attention of the Head by first or second-class post.

In light of the importance under the Contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4(e), 5(a), 5(b) or 5(d) (which are the provisions dealing with withdrawing your child from the School or otherwise changing their place) of these terms and conditions you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 96 (during a school holiday period) after sending the notice.

## **17. The Law that applies to the Contract and where legal proceedings may be brought**

- (a) The law that applies to the Contract. The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of the Contract in the English courts.
- (b) Rights in relation to the enforcement of the Contract. If we choose not to enforce any part of the Contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of the Contract. If we cannot enforce any part of the Contract, this will not affect our right to enforce the rest of the Contract.

## **18. General**

- (a) Reserving the right to change the Contract. We reserve the right to change or add to the Contract 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 amendments prior to the end of the penultimate term before the modifications are to take effect.
- (b) Severability. If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this Contract.
- (c) Time is of the essence. Time is of the essence for all times, dates and periods specified in this Contract or substituted for them.

