

Financial Agreement- Terms and Conditions

1. **Definitions**

- (a) In these Terms and Conditions (and in the Acceptance Form to which these Terms and Conditions are attached) some words and phrases have particular meanings and have to be defined. Such defined terms are set out here:

"Acceptance Form" means the form provided by the School for Parents to complete when accepting a place for their Child at the School;

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

"The Complaints Procedure" is the School's procedure for handling complaints from Parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. It does not form part of the contract between You and the School. A copy of the procedure is available from the School at any time upon request;

"Deposit" means the sum referred to as such in the Acceptance Form;

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

"Principal" means the persons appointed by the Governors of the School to be responsible for the day-to-day management of the junior and senior School, including anyone to whom such duties have been duly delegated;

"Schedule of Fees" means the note of the School's prevailing Fees notified to You from time to time and a copy of which remains available at any time upon request;

"School Policies" means the rules of the School as may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. (This is not sent) A copy is available via the following link <http://www.lvsascot.sch.uk/policies>;

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

"a Term's Notice" means written notice addressed to and received by the Principal of the school given by Parents not later than the first day of the Term preceding the Term to which the notice relates;

"Terms and conditions" mean these Terms and Conditions as amended from time to time;

"We" or the "School" means the legal entity as now and in the future constituted carrying on as the School as identified in [Clause 1\(b\)](#) below or its duly authorised representative (as the context requires); and

"You" or the "Parents" means each person who has signed the Acceptance Form as a parent of the Child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form (and "Your" shall be construed accordingly).

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

- (b) The Acceptance Form, the Schedule of Fees, the School Policies and these Terms and Conditions (as in each case may be varied from time to time) form the terms of a contract (the "contract") between You and Licensed Trade Charity trading as LVS Ascot (charity number 230011). 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) An offer of a place for Your Child at the School is accepted by Your submitting the duly completed and signed Acceptance Form and paying the Deposit.
- (b) **The School will refund the deposit when Your Child leaves, having first deducted any balances outstanding and any fees in lieu of notice if applicable, excepting those leaving during the 2-year GCSE (Year 10 and Year 11) and 2-year A Level (Year 12 and 13) course. If Your Child leaves at any point during either of the 2-year courses, your deposit will be forfeited even if the appropriate notice is given.**
- (c) **If You wish to withdraw Your acceptance of a place after submitting the Acceptance Form and paying the Deposit but before Your Child starts at the School You must give written notice to that effect prior to the first day of the Term immediately preceding the Term in which Your Child was due to start. If such notice is received by the School by that time the Deposit will be forfeited but no further Fees will be payable. However, if such notice is received on or after that date (or if no notice is received at all) a Term's Fees shall be payable and shall become due and owing to the School as a debt. The Term's Fees shall be charged at the rate applicable for the Term immediately preceding the Term when Your Child was due to start and the School shall credit the Deposit (without interest) to such payment of the Term's Fees (and You hereby acknowledge and agree that the School shall be entitled to retain the Deposit on account of payment of the Term's Fees). Where applicable, such Fees shall be reduced to take account of any scholarship or bursary awarded to You. If notice is received within 14 calendar days of signing the acceptance Form, the School will refund the Deposit in full.**

3. School Fees

- (a) All the costs incurred in the usual course of the education by the School of Your Child, including the provision of any necessary educational materials and as may otherwise be outlined in the Schedule of Fees, shall be met by the Fees unless otherwise notified by the School.
- (b) Any extra-curricular activities (such as private music lessons, trips and visits) in which You agree in advance Your Child may participate shall be deemed to be supplemental to items met by the Fees and charged for accordingly. Additional charges incurred by the School in providing for the special educational needs of Your Child may also be charged as supplemental to the Fees, subject always to the School complying with its equality obligations.
- (c)
 - (i) **Each of You who has signed the Acceptance Form is liable, individually and jointly, for the whole of the Fees due and any and all supplemental charges.** And, each of You remains liable to the School for the whole 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 (or any part of them). A separate agreement with a third party does not release the persons who signed the Acceptance Form from liability where the third-party defaults. The School reserves the right to refuse payment from a third party.
 - (ii) A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a Term's Notice AND PROVIDED THAT they have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form.
 - (iii) If Your Child has been awarded a scholarship or bursary, Your liability will be for the amount of Fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Principal, Your Child's attendance, progress or behaviour no longer merits the continuation of the award, but any such withdrawal of an award will not operate so as to increase the Fees due in respect of a Term which has already commenced. Where it appears likely to the Principal that, for academic reasons, an award may be withdrawn from Your Child, You shall be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary Your Child is withdrawn from the School, no Fees in lieu of notice will be payable.
- (d) Each Term's Fees accrue separately and the Fees payable in respect of each Term fall due on the first day of that Term and will be included in on a fee note sent to those persons who signed the Acceptance Form (or such other person(s) the School may have agreed separately shall pay the Fees under Clause 3(c)(i) above). The Fees must be paid in full by any of the methods outlined on the fee note on or before the first day of the Term to which the fee note relates.
- (e) any and all supplemental charges for extra-curricular activities for each Term (and for other charges that were agreed during

the previous Term) will be invoiced separately and such invoice shall be sent to You before the start of the next Term. All such supplemental charges must be paid in full by any of the methods outlined on the fee note or before the first day of the Term to which the fee note relates.

(f)

(i) **We reserve the right to refuse to allow Your Child to attend the School or to withhold any references while Fees and/or supplemental charges remain unpaid or there is a persistent default in relation to the payment of Fees and/or supplemental charges.**

(ii) **We may make an interest charge of 3 per cent per annum above the base rate of Lloyd's bank on any late payments.** Unless otherwise notified to You in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay the School the interest together with the overdue amount.

(iii) **Unless we expressly agree otherwise in writing with You, if we reasonably and properly incur any costs (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the School's favour) in recovering or attempting to recover Fees or any supplemental charges from You (or either of You) that have not been paid in accordance with the terms of this contract, then You shall be responsible for paying such costs in addition to the Fees and/or supplemental charges (as the case may be) and any interest applied to such amount(s).**

(iv) You consent to our informing any other school or educational establishment to which You propose to send Your Child of any outstanding Fees or supplemental charges.

(g) The Fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Notice of an increase in the Fees will be sent to You prior to the end of the penultimate Term before the increase is to take effect

(h) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. If Your Child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of Fees will be made in respect of such periods spent at home.

4. Notice Requirements

(a) **If You wish to withdraw Your Child from the School (other than at the at the end of Junior School (Year 6), Senior Year (Year 11) or Sixth Form (Year 13).**

you shall either give a Term's Notice to that effect or shall pay to the School a Term's Fees in lieu of notice, at such rate as would have been charged for the final term of provision if a Term's Notice had been given. For details on deposits, refer to 2(b).

(b) **If You wish to change Your Child's place at the School from a boarding to a day place You shall either give a Term's Notice or shall pay to the School the difference between the boarding and the day Fees in lieu of notice, at such rate as would have been charged for the final term of provision if a Term's Notice had been given. The School can give no guarantee that a change of place will be accommodated.**

(c) In cases under (a) or (b) above, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the Term which would have been the final Term of provision if a Term's Notice had been given.

(d) If You wish to withdraw Your Child from an activity charged for as supplemental, You shall either give a Term's Notice to that effect or shall pay to the School as a debt a Term's charges for the activity in which Your Child has ceased to participate.

(e) You are expected to consult with the Principal before giving notice to withdraw Your Child from the School.

(f) **The School's affairs are organised on a termly basis and 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 part-way through a Term.**

(g) Where Fees are to be charged in lieu of notice this is as a genuine pre-estimate of the School's loss in the circumstance and sometimes the School's actual loss will be much greater.

5. School Policies

- (a) It is a condition of remaining at the School that Your Child complies with the School Policies. In addition, You undertake to ensure that Your Child attends School punctually and that Your Child conforms to such rules of appearance, dress and behaviour as may be issued by the School from time to time (if not already included within the School Policies).
- (b) The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Policies. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) The School reserves the right, subject to applicable data protection legislation, to monitor Your Child's email communication and internet use for the purpose of ensuring compliance with the School Policies.

6. Suspension, Exclusion and Required Removal

- (a) The Principal may in his or her discretion suspend or, in serious or persistent cases, expel Your Child from the School if the Principal reasonably considers that Your Child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of Your Child or other children.
- (b) The Principal may in his or her discretion require You to remove Your Child from the School if the Principal reasonably 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 well-being of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with Your obligations under this contract; or
 - (ii) Your Child's attendance or progress is unsatisfactory, and, in the reasonable opinion of the Principal, the removal is in the School's best interests and/or those of Your Child or other children.
- (c) Should the Principal exercise his or her right under either Clause 6(a) or Clause 6(b)(i) above You will not be entitled to any refund or remission of Fees or supplemental charges due (whether paid or payable) and, in such instances pursuant to those Clauses where Your Child is expelled or You are required to remove Your Child from the School, the Deposit will be forfeited. If Your Child is expelled from the School Fees in lieu of notice will not be payable and any prepaid Fees and/or supplemental charges for the period after the expulsion will be refunded. If You are required to remove Your Child from the School as a result of the Principal exercising his or her discretion under Clause 6(b)(ii) then Fees in lieu of notice will not be payable and any prepaid Fees and/or supplemental charges for the period after the removal (including, if applicable, the Deposit held by the School) will be refunded.
- (d) The School Policies set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and the Principal may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- (e) You acknowledge that any review of serious disciplinary matters and a review of a decision to expel or remove Your Child from the School under this Clause 6 shall be governed by the Exclusions Policy. This policy applies to Your Child whenever they represent the School or is in the School's care, irrespective of whether they are on or off school premises.

7. The School's Obligations

- (a) The school offers places to children who can access our curriculum and meets the demands of a large busy school environment. Subject to these Terms and Conditions, the School undertakes to accept Your Child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling in the sixth form. The School shall not be obliged to permit Your Child to enter the sixth form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether Your Child may join the sixth form after the results of GCSE or equivalent examinations are known and may make entry to the sixth form conditional upon the results of such examinations. The Principal may consult with You if he or she does not consider it to be appropriate for Your Child to progress to the next stage of the School. Continued progression throughout the School will not require You to enter into a new contract for educational services.
- (b) While Your Child remains a pupil of the School, We undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when Your Child is permitted to be on School premises or is participating in activities organised by the School. The School shall adhere to and comply with the National Minimum Standards for Boarding Schools (applicable from time to time) published under the Children Act 1989 (as amended or superseded).

- (c) In accordance with the law, We will not subject Your Child to corporal punishment. We will not subject Your Child to physical contact except where such contact may be deemed appropriate, including in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including Your Child). Unless You notify us to the contrary, You Consent to Your Child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (d) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. The prospectus and School website are not part of any contractual agreement between the Parents and the School. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for Your Child (including by providing such education remotely (whilst Your Child remains at home, for example, where the School is required to close the School premises), and We reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to You contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give Parents notice of any changes that We regard as significant to Your Child prior to the end of the penultimate Term before the change is to take effect.
- (e) We shall monitor Your Child's progress at the School and produce regular written reports. We undertake baseline testing on entry and conduct basic screening for potential learning needs. We shall advise you if we have any concerns or suspect a condition e.g. dyslexia or other specific condition. You may be asked to have a formal assessment carried out at your expense. You may be asked to withdraw Your Child without being charged Fees in lieu of notice if in the opinion of the Principal the School cannot provide adequately for Your Child's needs.
- (f) Religious observance at the School shall be conducted in accordance with the School Policies.
- (g) In order to fulfil our obligations, We, the Principal and School staff need Your co-operation, including by You fulfilling Your own obligations under this contract.
- (h) **The School has a Christian ethos but welcomes pupils from all different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. We will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our equality obligations in order to accommodate the needs of pupils (including applicants) who have disabilities for which, after reasonable adjustments, We can cater adequately. However if We determine, in our sole discretion (after appropriate and reasonable analysis), that the necessary adjustments cannot be made for Your Child and as such We cannot continue to adequately provide for Your Child then We are permitted to request that You withdraw Your Child from the School without being charged Fees in lieu of notice.**

8. The Parents' Obligations

- (a) In addition to Your other obligations included elsewhere in these Terms and Conditions (including in the remainder of this Clause 8), You undertake to co-operate with the School and School staff in good faith, and including by:
 - (i) maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this contract);
 - (ii) encouraging Your Child in his or her studies, and giving appropriate support at home;
 - (iii) keeping the School up-to-date and informed of matters which affect (or may affect) Your Child (including circumstances which arise at any time that affect (or may affect) Your ability to pay the Fees and supplemental charges for Your Child) and 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 (or changes to it) are not withheld;
 - (iv) providing cooperation and assistance to the School so that Your Child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and
 - (v) attending meetings and otherwise keeping in touch with the School where Your Child's interests so require.
 - (vi) should you not declare a pre-diagnosed additional learning need and it is discovered or declared after your child starts school, you may be asked to withdraw your child and seek an alternative school.
- (b) It is a condition of Your Child's joining the School that You complete and submit to the School a medical questionnaire in respect of Your Child. You undertake to inform the School of any health or medical condition, disability or allergy that Your Child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk either presented by Your Child to others or presented to Your Child by others or by reason of a virus, pandemic, epidemic or

other health risk, You undertake to keep Your Child at home and not permit him/her to return to the School until such time as the health risk has been averted. Where it is considered appropriate in such circumstances, We shall endeavour 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).

- (c) You undertake to inform the School of any situations where special arrangements may be needed in relation to Your Child. You also undertake to 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 that somehow relates to) Your Child's attendance at the School (including its premises) and/or the School's provision of education to Your Child, including any which may deal with or impact upon in any way: (i) Your Child's living and/or contact arrangements; (ii) Your Child's education, welfare and/or upbringing; and/or (iii) the payment of Fees and/or supplemental charges. In any such circumstances You shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).
- (d) You (and each of You as the holders of parental responsibility for Your Child) acknowledge and agree that, prior to and during Your Child's time at the School, the School is entitled to assume that You have consulted with each other so far as decisions regarding Your Child are concerned. Accordingly, subject only to Clause 8(e) below, 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.
- (e) **A notice of withdrawal of Your Child served under this contract (i.e., under any of Clauses 2(c), 3(c)(iii),3(g), , or 4(a) 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).**
- (f) The Principal must be informed in writing or via the Gateway of any reason for Your Child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (g) We cannot accept any responsibility for the welfare of Your Child while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- (h) If You have cause for concern as to a matter of safety, care, discipline or progress of Your Child You must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.
- (i) You must inform the Principal if Your Child, unless boarding, is residing with someone other than You during Term time. If both of You are to be absent from the Child's home for more than 24 hours, You must notify the School of the person with care of Your child. In respect of boarders, parents who reside outside the UK must have an appropriate education guardian for their Child who the School can contact as and when required. Parents must abide by the guidelines outlined in the Guardian Agreement.

9. Insurance

You must make Your own insurance arrangements if You require cover for Your Child's person or property while at School or for the payment of Fees due to absence of Your Child or closure of the School premises. Your Child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

10. References, Confidentiality and Data Protection

- (a) You consent to our supplying information and a reference in respect of Your Child to any educational institution which You propose Your Child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to Your Child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, We cannot be liable for any loss You are, or Your Child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (b) You consent to us making use of information relating to Your Child (including photographs and video recordings), and (where appropriate) relating to You, whilst Your Child is at the School and after he or she has left for the purposes of: (i) managing relationships between the School and current pupils/parents; (ii) promoting the School to prospective pupils/parents; (iii) publicising the School's activities; and (iv) communicating with the school community and the body of former pupils. In respect of (ii), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium), the School's website(s) and (where appropriate) the School's social media channels.

You must inform the Principal in writing and request an acknowledgment if You do not wish Your Child's photograph or image to appear in the School's promotional material.

- (c) You undertake to: (i) confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) You and/or Your Child that is held by the School; and (ii) in any event, inform the School of any change to You or Your Child's circumstances (including, where applicable, in connection with Your Child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) You or Your Child that has previously been notified to the School, including relevant contact details. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system, You consent to us notifying and/or supplying information relating to You and/or Your Child's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration (UKVI) unit of the Home Office (and to do so notwithstanding whether We actually sponsor Your Child or not).
- (d) You acknowledge and agree that those persons who have parental responsibility for Your Child are entitled to receive relevant information about the Child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to 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 the Data Protection Act 1998).
- (e) The School will process personal data about You and Your Child in accordance with the Data Protection Act 1998. You consent to us processing such personal data: (i) as set out in this clause 10, and in the School's Data Protection Policy (a copy of which is provided to all parents on acceptance of a place) as may be amended from time to time; (ii) in order to comply with any court order or legal, regulatory or good practice requirement; and (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

11. Intellectual Property Rights

We shall recognise any intellectual property rights vested in Your Child.

12. Changes in Ownership etc.

For the purposes of constitutional changes to the School or amalgamation We reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

13. Cancellation

- (a) The School shall be entitled to cancel this contract by notice in writing without prejudice to its other remedies and without any obligation to return any Deposit or Fees paid to You if You are in material breach of any of Your obligations under this contract or any similar agreement with the School (including for the avoidance of doubt persistent late or non-payment of Fees and/or supplemental charges) and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen (14) days of a notice from the School requiring it to be remedied.

For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this contract: (i) failure to pay any Fees or supplemental charges on time on more than one occasion; (ii) You (as opposed to Your Child) acting in such a way as to give the Principal cause to require

You to remove Your Child from the School under Clause 6(b)(i) of this contract; (iii) any other circumstance where Your Child is expelled from the School in accordance with the terms of this contract (including pursuant to the School Policies); (iv) a serious misrepresentation of facts or circumstances or withholding of information about You and/or Your Child or that is relevant to the provision of education by the School to Your Child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on Your part) that You and/or Your Child is legally entitled to enter, reside and/or study in the United Kingdom when in fact You/they are not); and (v) failure or refusal to complete and submit to the School a medical questionnaire in respect of Your Child.

(b)

- (i) The School may at any time cancel this contract forthwith by notice in writing (without prejudice to any of its other remedies) if You (or either of You): are unable, following our reasonable request, to demonstrate that You will be able to pay the Fees and supplemental charges as they fall due under this contract; are otherwise unable to pay Your debts as they fall due; are the subject of a bankruptcy petition or order; or enter into an individual voluntary arrangement.
- (ii) You may at any time cancel this contract forthwith by notice in writing (without prejudice to any of Your other remedies) if the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

(c) For the avoidance of doubt, this contract shall end at the end of Your Child's schooling in the sixth form.

14. Force Majeure (i.e., circumstances beyond our control)

- (a) Subject to clause 14(f), in this contract "force majeure" shall mean any cause beyond a party's reasonable control (including, by way of example, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, terrorist attack, chemical or biological contamination).
- (b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this contract, the School shall forthwith give You notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure and subject to Clause 14(c), the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. To the extent reasonably practicable in the circumstances the School shall endeavour during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).
- (c) If the School is wholly unable to perform its obligations under this contract by reason of force majeure for a continuous period of more than fourteen (14) consecutive days, You shall not be liable to pay the Fees for the period of the term affected, prorated proportionately. Accordingly, and as the case may be, if the Fees for the period of the Term affected:
 - (i) have already been paid, then You shall be entitled to be reimbursed such proportion of the Fees; or
 - (ii) have not been paid because the period of the Term affected includes the first day of the Term (and Fees only became due on the first day of the Term) then You shall not be liable to pay such proportion of the Fees.

If (ii) above applies, then the balance of the Fees for the Term affected shall be due and owing on the date when the School resumes performance of its obligations under this contract.

- (d) If the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six (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 cancel this contract on written notice to the School and without giving a Term's Notice or paying Fees in lieu of notice.
- (e) Subject to Clause 3(h), if Your Child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by a force majeure You shall give the School notice in writing of such circumstances and the following provisions shall apply:
 - (i) You shall, in consultation and cooperation with the School, use all reasonable endeavours to: mitigate the effect of the force majeure in order to continue to perform the obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
 - (ii) in circumstances where, following the efforts made and steps taken under (i) above, Your Child is not able to participate and benefit from any level of provision of education by the School then You shall not be liable for non-performance of Your obligations (including the obligation to pay Fees, pro-rated accordingly) during the continuance of the force majeure; and

- (iii) in the event of the force majeure continuing to prevent Your Child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six (6) months You shall discuss with the School a solution by which this contract may be performed and, following such discussions, You shall be entitled to cancel the contract on written notice to the School and without giving a Term's Notice or paying a Term's Fees in lieu of notice.
- (f) For the avoidance of doubt, any closure of the School premises which prevents Your Child from physically attending the School for any reason (including without limitation pandemics or epidemics of any disease or by reason of compliance with any applicable law or government order, rule, regulation or direction (including that of a local authority)) shall in no circumstances constitute a force majeure event under this clause 14 provided always that the School is able to provide alternative and adequate remote learning facilities including, for example, a full curriculum of online teaching and/or offline resources. You acknowledge and agree that You shall have no entitlement under this clause 14 or any other provision of this agreement to any reduction, reimbursement or refund of any proportion of the Fees as a result of the circumstances described in this clause 14(f) and that all Fees due under this agreement shall continue to be payable in accordance with the terms of clause 3 of this agreement.

15. Communications

- (a) All notices required to be given under these Terms and Conditions must be given in writing, either by postal mail, email or via the Gateway.
- (b) 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 undertake to notify the School of any change of address(es) or other contact details.
- (c) Notices that You are required to give under these terms and conditions must be in writing addressed to the Principal and either:
 - (i) delivered by hand to the School;
 - (ii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery;
 - (iii) sent to the School's address by first or second class post;
 - (iv) sent via email;
 - (v) sent via the Gateway.In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if You do not do so) We recommend that notices You may wish to serve under any of Clauses 2(c), 3(c)(iii)3(g) , 4(a), 4(b) or 4(d) of these Terms and Conditions are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.

16. Interpretation

Headings in these Terms and Conditions are for ease of understanding only and do not form part of these Terms and Conditions.

17. Jurisdiction and Governing Law

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

18. Variations

We reserve the right to change or add to these Terms and Conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send You notice of any such modifications prior to the end of the penultimate Term before the modifications are to take effect.

19. Severability

If any provision or part provision of this agreement is or becomes invalid, legal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this agreement.