



PARKSIDE
SCHOOL

**PARENTS' CONTRACT
(TERMS AND CONDITIONS)**

Parkside School Parents' Contract (Terms & Conditions) January 2020

A Introduction

1 **These Terms and Conditions** form the basis of a legal contract for educational services. The Terms and Conditions are intended to promote the education and welfare of each pupil and the stability, forward-planning, proper resourcing and development of the School.

2 **Our prospectus** and school website are not contractual documents.

3 **Documents referred to:** Before accepting the offer of a place, parents and pupils receive a copy of the Pussdog Code and the Fees List. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions.

4 The Acceptance Form, the Pussdog Code, the Fees List the Complaints Procedure and these Terms and Conditions form the terms of a contract between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other party.

5 **Ethos:** The ethos of this School must be such as to foster good relationships between members of the staff, the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the pupils and parents and we expect the same of pupils and parents in relation to the School.

B Terminology

6 **"Acceptance Form"** means the form provided by the School for Parents to complete when accepting a place for the child at the School.

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

8 **"Deposit"** means the deposit sum set out in the Fees List for the relevant year, which is available on the School's website.

9 **"Exclusion" or "Exclude"** means that the Pupil may not return to School until arrears of Fees have been paid. It may also be used as a general expression covering Suspension, Expulsion or Removal.

10 **"Expulsion" (or "Removal")** means that the Pupil has been required to leave (or "asked to leave") the School permanently.

11 **"Fees"** means the fees set out in the Fees List which is available on the School's website.

12 **"Fees in lieu of notice"** means Fees in full for the term of notice at the rate that would have applied for the final term had the Pupil attended.

13 **"Governing Body"/"Board of Governors"/"Governor/s"** means the Governors of Parkside School who are appointed from time to time under the School's Memorandum & Articles of Association and who are responsible for governance of the School.

14 **"the Head"** means the person responsible for the day-to-day running of the School (or the Head of Nursery, as appropriate) from time to time and that expression includes those to whom any duties of the Head or of the Governing Body have been delegated.

15 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.

16 **"Notice to be given by Parents"** means (unless the contrary is stated in these Terms and Conditions) a Term's Notice. It is expected that Parents will consult with the Head before giving notice to withdraw a pupil.

17 **"The Parents"/"You"** means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the

child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.

18 "The Pupil" is the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with UK custom.

19 "The Pussdog Code" means the rules of the School, a copy of which is provided to each child on entry and is sent to Parents with the letter offering a place at the School. Those rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments.

20 "The School"/"We"/"Us" means Parkside School as now or in the future constituted. The School is constituted as a charitable company limited by guarantee regulated by its Memorandum & Articles of Association.

21 "Suspension" means that the Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Governors' Review, but without further disciplinary consequences, unless notified otherwise.

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

23 "Terms and Conditions" means these terms and conditions as amended from time to time.

24 "A Term's Notice" means written notice given not later than the first day of the term preceding the term to which the notice relates, addressed to and received by the Head personally or signed for by the Head's secretary or the Bursar on the Head's behalf.

25 "Withdrawal" means that the Parents have withdrawn the Pupil from the School.

C Admission and Entry to the School

26 **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. "Admission" occurs when Parents accept the offer of a place. "Entry" is the date when a pupil attends the School for the first time under

this contract.

27 **Equal Treatment:** The School is a day school for pupils aged 2-13 years. The School has a Christian ethos but welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but 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 legal and moral responsibilities under the *Special Educational Needs & Disability Act 2001 and the Equality Act 2010* in order to accommodate the needs of applicants, pupils and members of the staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

28 **Offer of a Place and Deposit:** A deposit ("Acceptance Deposit") as shown on the Fees List for the relevant year will be payable when Parents accept the offer of a place and submit the Acceptance Form. The deposit will be repaid by means of a credit without interest of £200 against the first term's fees unless the Parents agree that £100 should be paid as life membership payment for the Pupil to join the Old Boys Association. The balance will be credited without interest to the final payment of Fees or other sums due to the School on leaving. Until credited, the deposit will form part of the general funds of the School. We encourage parents to consider donating the balance of this deposit to The Fernside Trust, a charitable trust which exists to support boys whose education might otherwise be curtailed by financial difficulties.

29 **Moving up the School:** The Nursery facility is available for children of both sexes aged 2-4, however the main School facility provides a single-sex education for boys only. It is assumed that girls in the Nursery will move to an alternative establishment to start their formal education in reception year. It is assumed that each Pupil who satisfies the relevant criteria at the time will progress through the School and will ultimately complete Year 8 (Form 6). Parents will be consulted before the end of the Spring Term if there appears to be any reason why the pupil may be refused a place at the next stage of the School. **Parents must give a term's notice in writing in accordance with the Provisions about Notice (in section G) if they do not intend their child to proceed to the next stage of the School, or a term's Fees in lieu of notice**

will be payable.

D The School's Obligations

30 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 preparatory schooling.

31 While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his 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.

32 We cannot accept any responsibility for the welfare of your child while off the School premises unless he is taking part in a School activity or otherwise under the supervision of a member of the School staff.

33 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 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.

34 If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment under the National Health Service or at a private hospital recommended by a doctor (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).

35 **Pupil's Health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers that necessary as a matter of professional judgement in the interests of the child and/or the School. A pupil of sufficient age and maturity is entitled to insist on confidentiality which can nonetheless be

overridden in the Pupil's own interests or where necessary for the protection of other members of the School community. Throughout a Pupil's time as a member of the School, the Head shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "need-to-know" basis.

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

37 **Public Examinations:** The Head may, after consultation with a parent and Pupil, decline to enter a Pupil's name for a public examination if, in the exercise of professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff.

38 **Organisation:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the school community as a whole. Our policy on setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils and may take into account management of friendship groups. Any parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's tutor, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a grave concern.

39 **Sex Education:** All pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the

curriculum.

E The Parents' Obligations

40 In order to fulfil our obligations, we need your co-operation, including in particular by: fulfilling your own obligations under these Terms and Conditions; encouraging your child in his studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; providing cooperation and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

41 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 (and provide, whether upon further request by the School or otherwise, any reports or other materials relevant to the same) of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections or if the Pupil will be unable to take part in games or sporting activities. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. In such circumstances we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

42 You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

43 You undertake to inform the School of any history of a learning difficulty on the part of the Pupil or any member of his immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's

safety and the Parents must provide us with copies of all written reports and other relevant information. If, in the professional judgement of the Head, the School cannot provide adequately for a pupil's special educational needs, parents may be asked to withdraw the Pupil, without being charged Fees in lieu of notice.

44 The Parents authorise the Head to override their own and (so far as they are entitled to do so) a Pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote a Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Pupil may have.

45 The School is entitled to assume that you have consulted with each other so far as decisions regarding the pupil are concerned and treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.

46 The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

47 The Parents will provide co-operation and assistance to the School so that the Pupil can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely) and will attend meetings and otherwise keep in touch with the School where the Pupil's interests so require.

48 **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare.

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

50 **Absence of Pupils from School for Family Holidays:** It remains the discretionary power of

the Head to authorise leave of absence for pupils. Written permission must be obtained from the Head.

51 **Education Guardians:** A pupil of any age whose Parents are resident outside the United Kingdom must have an education guardian in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary.

52 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

53 **Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property including money, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School. Pupils are not permitted to bring mobile telephones into School, except with the prior written permission of the Head.

54 **Insurance:** Parents are responsible for insurance of the Pupil's personal property whilst at school or on the way to and from school or any school-sponsored activity away from school premises. From time to time the School can, via its insurance brokers, offer other forms of insurance such as personal accident benefits or fee remission insurance, but the School does not accept a contractual duty to do so. Parents may obtain further information on application to the Bursar.

55 **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.

56 **Parent 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 delay. Any complaints should be made in accordance with the School's Complaints Procedure.

F Behaviour and Discipline

57 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a

wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner.

58 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the School, will attend each school day, will be punctual, will work hard, will be well-behaved and will comply with the Pussdog Code and with all rules about the wearing of uniform.

59 **School Rules:** Parents are requested to read 'The Pussdog Code' carefully with the Pupil before they accept the offer of a place. It is a condition of remaining at the School that the Pupil complies with the School Rules.

60 **School Discipline:** The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the school community as a whole. The School's disciplinary policy which is current at the time applies to all pupils when they are on school premises, or in the care of the School, or wearing school uniform, or otherwise representing or associated with the School.

61 **Investigative Action:** A complaint or rumour of misconduct will be investigated. A pupil may be questioned and his belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a parent, education guardian or a teacher of the Pupil's choice.

62 **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

63 **Email Communications:** 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 Pussdog Code and School Rules.

64 **Drugs & Alcohol:** A pupil may be given the opportunity to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of school discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

65 **Sanctions:** The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the school or external community, detention for a reasonable period, withdrawal of privileges or suspension, or alternatively being removed or expelled.

66 **Suspension, Expulsion and Removal:** The Head may at their discretion suspend or, in serious or persistent cases, expel the Pupil if the Head reasonably considers that the Pupil'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 the Pupil or other children. In addition the Head may in at their discretion require Parents to remove their child from the School, or may exclude the Parents or either of them from School premises and/or events, if the Head reasonably considers that the Parents' behaviour or conduct (or the behaviour or conduct of one of them): is unreasonable; and/or adversely affects (or is likely to affect) their child's or other children's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with the Parents' obligations under these Terms and Conditions.

67 **Fees after Expulsion:** If the Pupil is expelled or removed pursuant to clause 66, there will be no refund or remission of the Acceptance Deposit or of Fees or supplemental charges for the current or past terms (whether paid or payable). There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.

68 **Removal in other Circumstances:** The Head may at their discretion require parents to remove their child from the School if the Head

reasonably considers that the Pupil's attendance or progress is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of the Pupil or other children.

69 **Fees Following Removal in other circumstances:** If the Pupil is removed pursuant to clause 68, the rules relating to Fees and supplemental charges shall be the same as set out in clause 67 but the Acceptance Deposit will be refunded in full without interest.

70 **Leaving Status:** The expression "leaving status" has reference to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Head with the Parents and, where appropriate, with the Pupil at the time of the Head's decision.

71 **Governors' Review:** Parents may ask for a Governors' Review of a decision to expel or require the removal of a pupil from the School (but not a decision to suspend a pupil unless the suspension is for 11 school days or more, or would prevent the Pupil taking a public examination). The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parents. Parents will be entitled to know the names of the Governors who make up the Review Panel and may ask for the appointment of an independent panel member nominated by the School and approved by the parent (approval not to be unreasonably withheld).

72 **Review Procedure:** The Head will advise the Parents of the procedure (current at that time) under which such a review will be conducted by a panel of up to three Governors (including an independent member if requested). If Parents request a Governors' Review, the Pupil will be suspended from School until the decision to expel or remove has been set aside or upheld. While suspended, the Pupil shall remain away from School and will have no right to enter school premises during that time without written permission from the Head. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

- 73 **Complaints Concerning Disciplinary Procedures:** Any complaint about any disciplinary matter where a Governors' Review is not available should be made in accordance with the School's published Complaints Procedure. Every reasonable complaint shall receive fair and proper consideration and a timely response.
- G Provisions About Notice**
- 74 It is expected that parents will consult with the Head before giving notice to withdraw a pupil
- 75 **Cancelling Acceptance:** The cancellation of a place which has been accepted is normally a breach of contract which can cause long term loss to the School if it occurs after other families have taken their decisions about schooling for their children. If the Parents cancel their acceptance of a place less than a term before the entry date or the Pupil does not join the School after a place has been accepted and not cancelled, a term's Fees will 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 your child was due to start and the deposit will be credited without notice 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). Parents who cancel acceptance on more than a full term's notice before entry will not be required to pay Fees in lieu of notice but the deposit will be retained by the School.
- 76 **Withdrawal by Parents:** If you wish to withdraw your child from the School (other than at the normal leaving date), you shall either give a Term's Notice to that effect or shall pay to the School a term's Fees in lieu of notice, at such rate as would have been charged for the final term of provision if a Term's Notice had been given.
- 77 **Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
- 78 **Discontinuing Extras:** A term's written notice is required to discontinue extra tuition or other activities charged for as supplemental or a Term's Fees in Lieu of Notice for the extra tuition or other activities in which your child has ceased to participate will become due and owing to the School as a debt.
- 79 In cases under this Section G, where a Term's Notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a Term's Notice had been given.
- 80 The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of Fees due or to obtain a refund of Fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.
- H Fees**
- 81 All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as outlined in the List of Fees, shall be met by the Fees unless otherwise notified by the School.
- 82 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. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the Fees.
- 83 Each person who has signed the Acceptance Form is liable for the whole of the Fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the Fees and supplemental charges due, unless the School has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the Fees or any part of them. Where two Parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a Term's Notice provided they have obtained the prior written consent of both the School and the remaining parent.
- 84 If your child has been awarded a scholarship/bursary, your liability will be for the amount of Fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the Fees due in respect of a

term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance.

85 **Payment:** The Parents undertake to pay the Fees applicable in each school year. Each term's Fees accrue separately and the Fees payable in respect of each term fall due on the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School has agreed shall pay the Fees). The Fees must be paid in full either by cheque or by direct bank transfer by the first day of the term to which the invoice relates. If one or more items on the bill are under query, the balance of the bill must be paid.

86 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 included on the invoice of Fees and such invoice shall be sent to you before the start of the next term. All such supplemental charges must be paid in full either by cheque or direct bank transfer by the first day of the then forthcoming term.

87 **Educational Visits:** A variety of educational visits will be provided for your child while a pupil here. The cost of some educational visits will be charged as an extra and added to the bill. Parents' prior consent will be sought for each visit. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Pupil is subject to school discipline in all respects whilst engaged in a school trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill.

88 **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness or otherwise. In the event that your child takes study leave at home before during or after any examinations no reduction of Fees will be made in respect of such periods spent at home.

89 **Exclusion for Non-Payment:** We reserve the right to Exclude a Pupil and/or terminate these Terms and Conditions where Fees or supplemental charges are unpaid.

90 **Late Payment:** If payment for the terms fees is

late an administration charge of £220 will be levied for each term when payment is delayed. We may make an interest charge of 3 per cent per annum above the base rate for the time being of the School's bank on late payment. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay the School the interest together with the overdue amount. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding Fees.

91 **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.

92 **Appropriation:** The Parents 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 those Parents.

93 **Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions. The School reserves the right to refuse a payment from a third party.

94 **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time as the School considers reasonable. We shall endeavour to give at least a Term's Notice of any increase in the Fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.

95 **Money Laundering:** The School does not accept cash for payment of School Fees, in any circumstances. Legislation requires the School, in some circumstances, to obtain satisfactory evidence of the identity of a person who is paying Fees.

96 **Legal Costs:** 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 amounts.

I Confidentiality, References and Data Protection

97 **Data Protection:** The School will process personal data about the Pupil and the Parents in accordance with the Data Protection Act 1998. The Parents consent to the School processing such personal data as set out in these Terms and Conditions, and in order to comply with any court order or legal, regulatory or good practice requirement and to perform its obligations under these Terms and Conditions, and where otherwise reasonably necessary for the School's purposes. The Parents acknowledge and agree that those persons who have parental responsibility for the Pupil are entitled to receive relevant information about the child from the School (including school reports, correspondence, and other materials relating to the Pupil's 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).

98 **Photographs:** The Parents consent to the School making use of information relating to the Pupil (including photographs and video recordings), and relating to the Parents, whilst the Pupil is at the School, and after the Pupil 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 the School's social media channels. Should Parents wish to withdraw such consent they must do so in writing.

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

100 **Reports and References:** Information supplied to Parents and others concerning the progress and character of a pupil, and about examination, further education and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. The Parents consent to the School supplying information and a reference in respect of the Pupil to any education institution which the Parents propose the Pupil may attend. Any reference supplied shall be confidential.

J General Contractual Matters

101 **Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the school community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our school community and to ensure compliance with the law.

102 **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.

103 **Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of a Pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in creation/development of intellectual property. Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer generated material, belongs to the

Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at School premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head and staff.

104 **Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and policies, the disciplinary framework, and the length of school terms. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely whilst your child remains at home, for example, where the School is required to close the School premises), and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version.

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. Where appropriate we will inform and consult with all Parents in relation to such changes.

105 **Consultation:** It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, however, parents will be consulted and given

at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care.

106 **Representations:** Our prospectus and website describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus and website or a statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.

107 **Third Party Rights:** Only the School and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

108 **Communications:** All notices required to be given under these Terms and Conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Acceptance Form as having been made to both or all such persons. Notices that you are required to give under these Terms and Conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

109 **Cancellation:** The School shall be entitled to cancel this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any Deposit or Fees paid to you if you are in material breach of any of your obligations under this or any similar agreement with the School and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including

for the avoidance of doubt persistent non-payment or material default under these Terms and Conditions). For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this agreement: (i) failure to pay any Fees or supplemental charges on time on more than one occasion; (ii) you (as opposed to your child) acting in such a way as to give the Head cause to expel your child under Clause 66 of this agreement; (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this agreement (including the School Rules); and (iv) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.

Either party may cancel this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

For the avoidance of doubt, this agreement shall end at the end of your child's schooling.

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

111 **Force Majeure:** In this agreement "force majeure" shall mean any cause beyond a party's control (including, for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the

effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

Subject to the above, if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a Term's Notice or paying Fees in lieu of notice.

Subject to Clause 88, in the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of his or her severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:

(a) you shall, in consultation and cooperation with the School, use all reasonable endeavours to:

(i) mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely); and

(ii) resume the performance of the obligations as soon as reasonably possible;

(b) in circumstances where, following the efforts made and steps taken under Clause 111(a), 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

(c) in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel

the agreement on written notice and without giving a Term's Notice or paying a term's Fees in lieu.

112 **Jurisdiction:** This contract was made at the School and is governed exclusively by English law. You agree with us to submit to the exclusive jurisdiction of the English courts.

113 **Variation:** 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.

Parkside School Trust Limited: A Company Limited by Guarantee
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Registered Office: The Manor Stoke D'Abernon Cobham KT11 3PX
Registered Charity No.: 312041



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