



# TERMS AND CONDITIONS

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## 1. What these terms cover

These are the terms and conditions on which we provide educational services.

### Why you should read them.

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

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

If you think there is a mistake in these terms and conditions, or if anything is unclear or you would like to have something further explained to you, then please contact the Bursar via [bursar@tnschool.co.uk](mailto:bursar@tnschool.co.uk) to discuss.

## 2. Definitions

### 2.1 Meanings of some words and phrases we use in these terms and conditions.

In these terms and conditions some words and phrases have particular meanings, and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here:

**“acceptance form”** means the form provided by the school for parents to complete when accepting a place for their child at the school.

**“board and lodging”** means, for boarders, the school’s provision of accommodation for your child and any meals served as part of our boarding provision excluding any meals which are charged for separately as a Specified Charge or ‘Specific Charges’.

**“child”** means a child of whatever age admitted by the school to be educated, and includes any pupil aged 18 or over;

**“complaints procedure”** means 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 is not intended to form part of the contract between you and the school. A copy of the most up-to-date Complaints Procedure can be found on the school’s website and is otherwise available from the school at any time upon request.

**“contract”** has the meaning given in Clause 2.3 below.

**“deposit”** means the amount set out and referred to as the deposit in the Acceptance Form and that is separately set out in the ‘Schedule of Fees’.

**“fees”** means the termly fees set out in the Schedule of Fees.

**“fees in lieu of notice”** means a term’s School Fees plus any non-optional specified charges, calculated in accordance with (as applicable) Clause 3.3 or Clause 5.1. Where applicable, fees in lieu of notice will be reduced to take account of any scholarship or bursary awarded to you.

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

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

**“Schedule of Fees”** means the list setting out the price for each of the services, a copy of which is available on the school’s website and from the school at any time upon request.

**“School Rules”** means the body of rules and policies of the school which set out our expectations concerning conduct and behaviour of our pupils and parents, 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. A copy of the documents comprising the School Rules is available on the school’s website and from the school at any time upon request;

**“Services”** means all the services to be provided by the school on the terms and subject to the conditions of this contract, including Education Services and board and lodging (which are covered by the school fees) and any other services (which are covered by a Specified Charge);

**“School Fees”** means the termly fees for the provision of Education Services and for Board and Lodging, as set out in the Schedule of Fees;

**“Specified Charges”** means the charges for each Service excluding Education Services. This includes welfare services and meals.

**“term”** means a term of the school as published on the school’s website and as notified to parents from time to time;

**“a term’s notice”** means **written** notice given no later than the first day of the term before the term to which the notice relates. For example, a term’s notice is required to withdraw your child from the school. So, if you wish to withdraw your child with effect from the start of the summer term, a term’s notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the spring term immediately before. This is because the summer term is the term to which the notice relates;

**“terms and conditions”** mean these terms and conditions as may be amended from time to time;

**“we”** or the **“School”** means the legal entity carrying on as the school as identified in Clause 2.2 below;  
*and*

**“you”** or the **“parents”** means each person who has signed the Acceptance Form as a holder of parental responsibility for the child.

In these terms and conditions, we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words **“for example”**, **“includes”** or **“including”**. The examples that are then given are not exclusive or limiting examples of the matter in question. We also use Headings to introduce separate provisions. These Headings are for ease of understanding only.

2.2 **Who we are.** We are Terra Nova School, now part of the Shrewsbury School Family of Schools, company registered in England and Wales. Our charity registration number is 528413 and our registered office is at The Bursary, Kingsland House, The Schools, Shrewsbury, Shropshire, SY3 7AA. Our VAT registration number is 864447301.

2.3 **Our contract with you.** The Acceptance Form, the Schedule of Fees, the FIA Terms and Conditions and these terms and conditions (as in each case may be amended from time to time) form the terms of the contract between you and the school. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

### 3. Acceptance and Deposit

3.1 **How you accept our offer of a place.** An offer of a place for your child at the school is accepted by your submitting the completed ‘Acceptance Form’ and paying the surety deposit.

3.2 **The non-refundable status of the deposit.** The deposit is non-refundable if your child does not take up their place at the school. The limited exception to this is where notice is given and the school fills the specific vacancy created by your child’s withdrawal. In which case, the school shall refund the surety deposit to you less its costs in administering your dealings with the school or a reasonable estimate of those costs. You should be aware that in the event of a late withdrawal it is very unlikely that the school would be able to fill the vacancy created by your child’s withdrawal.

3.3 **How we use the deposit.** Unless you have indicated that you would like to donate the surety deposit to the school’s bursary / development fund, the deposit will form part of the general funds of the school. Upon leaving the school, this can either be credited without interest to the final payment of the fees or other sums due to the school (unless otherwise stated in these terms and conditions). If after two years of you leaving the school, the deposit has not been requested/refunded, the deposit will automatically be transferred into the school bursary fund.

- 3.4 **What happens to donated deposits.** Where you have indicated that you would like to donate the deposit to the school's bursary fund, an amount equal to the deposit will be paid out from the general funds of the school on your child's leaving the school and that amount will be held on balance. In ticking the donation box set out in the (Acceptance Form), you direct the school to apply the deposit on your behalf to the school's bursary. You will be responsible for making the final payment of the fees or other sums due to the school on your child's leaving (unless otherwise stated in these terms and conditions). You agree to complete a Gift Aid declaration form as requested by the school in order that the school may reclaim Gift Aid on your donation

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it defines and details what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the school and what happens if you withdraw at that stage.

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

## 4. **Withdrawing your Acceptance of a Place before your child joins the school**

- 4.1 **Notice to withdraw your acceptance of a place before your child joins the school.** If you wish to withdraw your acceptance of a place **BEFORE** your child starts at the school, you must either give us a term's notice to that effect or pay to the school a term's fees in lieu of notice. This means that if, for example, your child is due to start at the school in September (i.e., at the start of an academic year), then you would need to advise us in writing that you wish to withdraw your acceptance of your child's place on or before the first day of the preceding summer term (i.e., the final term of the previous academic year) or pay fees in lieu of notice.
- 4.2 **If we receive notice.** If you provide notice in accordance with **Clause 4.1**, no fees in lieu of notice will be payable, but you will not receive a refund of the deposit.
- 4.3 **If we do not receive the period of notice stipulated in Clause 4.1.** If you do not provide the school with a term's notice (or if no notice is provided at all) a term's fees in lieu of notice will be payable by you and will become 'due and owing' to the school upon demand as a debt. The fees in lieu of notice will be charged at the rate applicable to the specific term when your child was due to start. The school will apply the surety deposit you have paid (without interest) as payment towards the fees in lieu of notice you will owe to the school.

## 5. **School Fees, Supplemental Charges and Payment**

- 5.1 **School Fees.** Unless set out in the Schedule of Fees or notified to you at any time, the School Fees cover the provision of Education Services and, if applicable, Board and Lodging.
- 5.2 **Specified Charges.** The Specified Charges are payable in respect of each Service excluding Education Services and Board and Lodging.
- 5.3 **VAT and applicable taxes.**
- 5.3.1 Except as expressly stated otherwise in the Schedule of Fees, all the Fees are inclusive of VAT and any other taxes, which will be added (where applicable).
- 5.3.2 You may be required to reimburse the school for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT.
- 5.3.3 If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

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

- 5.4 **Who is responsible for payment.** Each parent is responsible for ensuring that all the fees, specified charges and additional extras are paid to the school. This is because our contract applies to both parents together and each of you on your own. In practice this means that if any of the fees have not been paid then the school can, in its discretion, choose to seek payment of the amount outstanding from either or both of you. The only exceptions to this are set out in **Clause 5.5** immediately below. Court orders for example, where parents are separated or divorced, and other arrangements between parents or third parties relating to fees do not normally bind or apply to the school, and do not extinguish either of your responsibility for the fees, specified charges and additional extras due under this contract.
- 5.5 **How one parent can remove him/herself from their payment responsibility and circumstances where the school may agree to accept payment from a person who has not signed the acceptance form and is not a party to this contract.** A parent who has signed the acceptance form may be removed from their payment responsibility under this contract 'but that parent **must** have obtained the prior written consent of both the school and the other parent who has signed the acceptance form before submitting such notice. Separately, the school may without obligation to do so agree in writing with each of you to accept payment from a third party, for example, a grandparent or employer, but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing.
- 5.6 **How bursary awards are treated.** A bursary or other award may be withdrawn in accordance with the terms upon which such award is made or, if, in the opinion of the Headmistress, your child's attendance, progress or behaviour including in relation to an application for the award, no longer merit the continuation of the award. If your child has been awarded a bursary or scholarship which includes financial assistance (e.g., by way of fee remission), your responsibility will be to pay for fees due after taking account of the bursary award. Where it appears likely to the Headmistress that an award which includes financial assistance may be withdrawn, you will be notified in advance and, if within fourteen (14) days of that notification your child is withdrawn from the school, no fees in lieu of notice will be payable by you. This will give you (as parent or guardian) sufficient time to decide whether you want to continue to educate your child at the school without the benefit of financial assistance.
- 5.7 **How the School Fees are charged and payment requirements.** The school fees are charged on a termly basis, regardless of the length of any term and regardless of your child's year group. Each term's school fees fall due for payment by you on or before the first day of that term by direct bank transfer, unless when paying by direct debit. Each term's school fees will be included in an invoice sent to you or such other person(s) the school may have agreed separately, and you/they shall pay the fees under **Clause 5.4** above. We may not allow your child to attend the school if you do not pay the School Fees on time.
- 5.8 **The school does offer all parents the option to pay in instalments via direct debit.** Any agreement to do this between the school and those responsible for paying academic school fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid by direct debit or direct bank transfer in not more than nine (9) instalments (unless otherwise agreed in writing by the school) within a period that does not exceed nine (9) months beginning with the date of the relevant invoice. The school will issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's school fees.
- 5.9 **Payment of Specified Charges.** All Specified Charges for each term (and for other unpaid Specified Charges that were accrued during the previous term) will be included in the termly school's invoice. All such Specified Charges must be paid in full by direct bank transfer on or before the first day of the next term, unless otherwise agreed in writing by the school or when on a direct debit.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it sets out what rights we have, and what action we may take, if fees and/or supplementary charges are not paid in accordance with these terms and conditions

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

- 5.10.1 **we may** refuse to allow your child to attend the school, withhold any references, and/or withdraw sponsorship of your child's Child Student or Student Visa (if applicable). While the school fees remain unpaid or if there is a repeated or persistent failure by you to pay the school fees on time. This applies in addition to our right to terminate this contract under **Clause 15**.
- 5.10.2 refuse to allow your child to participate in or receive the relevant service while the applicable Specified Charge remains unpaid.
- 5.10.3 charge interest on the overdue amount at the rate of 2 per cent a year above the base rate from time to time of the school's bank. This interest will accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you.
- 5.10.4 charge you the costs we incur in recovering, or attempting to recover, any unpaid amount from you (including reasonable legal costs); and/or
- 5.10.5 inform any other school or educational establishment to which you propose to send your child of any non-payment or late-payment.
- 5.10.6 for persistent non-payment of school fees, the school may in exceptional cases, withdrawal educational services to your child on 'three days written notice'

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it sets out our right to increase the fees during your child's time at the school.

**5.11 Our ability to increase the fees.** We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of any increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. For example, if the fees are to increase at the start of the autumn term, we will notify you before the end of the preceding spring term. This will allow you time to consider the increase and, if you wish to withdraw your child from the school before the proposed increase is due to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 4.1 below.

**5.12 Our ability to increase the Specified Charges.** As part of our annual school fee review, we will also review the Specified Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Specified Charges [with 28 days' notice] before the increase is to take effect. If you wish to withdraw your child from the school before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 6.1 or Clause 6.3 below.

**5.13 Fees will not be reduced due to your child's absence or the school's closure.** Fees will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home because we are providing Education Services remotely for whatever reason. i.e., the covid-19 pandemic.

**5.14 Information on your identity and the source of funds.** From time to time, we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:

- 5.14.1 your identity;
- 5.14.2 your child's identity;
- 5.14.3 that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
- 5.14.4 your child's right to enter, live and study in the United Kingdom;
- 5.14.5 the legitimate source of funds you are using to pay the fees; and
- 5.14.6 information provided to us as part of, or in connection with, an application for (or our grant of) a [bursary/scholarship] award.

You must provide the school with the information and documentation we ask for.

**5.15 Allocation of payments to your fees account.**

Except where expressly agreed with you otherwise, the school shall be entitled to allocate payments from you to your account as it sees fit. For example, the school shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the school.

**5.16 How School Fees are discharged under our 'Fees in Advance (FIA)' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the school.**

Where you and the school have entered into an agreement incorporating the FIA Terms and Conditions (i.e., where you have prepaid all or part of the school fees due under this contract) you will still need to meet the difference (if any) between the amount per term prepaid under the FIA Terms and Conditions and the total fees and other amounts due in respect of your child each term under this contract. The school will provide an annual invoice in respect of the School Fees, Specified Charges and other amounts due, and the difference will be payable in accordance with the terms of this contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it sets out what period of notice we require from you if you wish to withdraw your child from the school or remove your child from participating in an activity for which there is a supplementary charge.

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

## **6. Notice Requirements**

**6.1 Notice to withdraw your child from the School.** If you wish to withdraw your child from the school, you must either give us a term's notice or pay the school fees in lieu of notice. Those fees in lieu of notice will be charged at the rate for the term that would have been the final term of your child's education, had you given a term's notice (and not the rate for the term when you gave notice). For example, if you wish to withdraw your child with effect from the start of the autumn term then you would either need to tell us in writing on or before the first day of the preceding summer term or pay fees in lieu of notice (at the rate applicable for the autumn term). The school will apply the deposit you have paid (without interest or any entitlement to repayment under **Clause 3.2** above as payment of any such fees in lieu of notice.

**6.2 Notice to change your child's place at the school.** If you wish to change your child's place at the school from a boarding to a day place, or from a weekly to a daily boarding place, or a reduction in nursery days, you must either give a term's notice, or pay to the school the difference between the school fees for a boarding place and the school fees for a day place, as fees in lieu of notice. This will be at the rate that would have been charged for the final term of boarding if a term's notice had been given (and not the rate for the term when you gave notice). All other boarding-related changes, for example changing your child's place from a day place to a boarding place (either temporarily or full time), require the Headmistress prior written consent.

**6.3 The Headmistress discretion to remove your child from boarding.** The Headmistress may in their discretion require you to remove your child from boarding and move them to a day place if the Headmistress considers that:

- 6.3.1 this is in the best interests of your child and/or other children and/or the school; and/or
- 6.3.2 the school is unable to meet your child's needs within the boarding setting (including cases where the school cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child within the boarding setting); and/or
- 6.3.3 your child's conduct or behaviour (including conduct or behaviour outside School) is unsatisfactory such that removing the child from boarding to a day place is considered appropriate.

You will be charged the fees for your child's day place at the school with effect from the day your child is removed from boarding.

- 6.4 **Withdrawal part-way through a term does not reduce the amount you owe to the school.** It is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity or receive a service part-way through a term. Clause 3.2 will still apply.

## 7. School Rules

- 7.1 **Compliance with the School Rules.** It is a condition of remaining at the school that you and your child (in each case to the extent applicable) comply with the school rules. In addition, you must ensure that your child attends School, [in accordance with our [Attendance Policy](#)], attends punctually, and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the school rules).
- 7.2 **We may undertake drugs and alcohol testing of your child (in extreme circumstances).** The school may undertake drug and alcohol testing of pupils in accordance with its drug and alcohol policy as set out in the School Rules. The drug and alcohol policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.
- 7.3 **Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media.** The school may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate or necessary for the school to do so in connection with the school's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## 8. Suspension, Exclusion and Required Removal

- 8.1 **The Headmistress's discretion to suspend or exclude your child from the school.** The Headmistress may in her discretion suspend or, in serious or persistent cases, exclude your child from the school if the Headmistress considers that your child's conduct or behaviour (including behaviour or conduct outside School) is unsatisfactory and/or the suspension or exclusion is in the school's best interests and/or those of your child or other children.
- 8.2 **Where you can find examples of offences punishable by suspension or exclusion.** The School's Behaviour Policy, and the School's Discipline and Exclusion policy set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive, and the Headmistress may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the school may be considered before a decision is final.
- 8.3 **The Headmistress's discretion to require you to remove your child from the school. Instead of exclusion or suspension, the Headmistress may at her discretion, require you to remove your child from the school if the Headmistress considers that:**
- 8.3.1 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 and/or other children's progress at the school, and/or the wellbeing of school staff; and/or brings (or is likely to bring) the school into disrepute (among the school community or the general public); and/or is not in accordance with your obligations under this contract. The School's Behaviour Policy, and the School's Discipline and Exclusion policy sets out a non-exhaustive list of examples of parental conduct that is likely to warrant required removal; and/or
  - 8.3.2 your child's attendance and/or progress at the school is unsatisfactory and/or in the reasonable opinion of the Headmistress, the removal is in the school's best interests and/or those of your child and/or other children; and/or
  - 8.3.3 separate to the Headmistress's discretion to suspend or exclude your child under **Clause 7.1**, your child's conduct or behaviour (including conduct or behaviour outside School), is

unsatisfactory and/or the required removal is in the school's best interests and/or those of your child and/or of other children; and/or

8.3.4 your school fees are unpaid or reach an unacceptable level of debt arrears; and/or

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

**8.4 What happens if your child is suspended, excluded or removed from the school. Should the Headmistress exercise her right under either Clause 8.1 or Clause 8.3 above:**

8.4.1 you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed.

8.4.2 in respect of exclusions and required removals under Clause 8.3.1, the deposit will be forfeited and retained by the school; and

8.4.3 in respect of exclusions and required removals, fees in lieu of notice will not be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.

**8.5 Impact of exclusion or required removal on this contract.** This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the school and the school will stop providing the services.

**8.6 Your right to have decisions to exclude or require the removal of your child reviewed.** You are entitled to have any decisions taken by the school and/or Headmistress to exclude or require the removal of your child under this **Clause 7** reviewed. Any such review shall be governed by the final stage of the Complaints Procedure.

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

**9.1 The period of your child's schooling.** Subject to these terms and conditions, the school will accept your child as a pupil of the school and register your child on the school's statutory register from the time of joining the school until the end of his or her preparatory schooling i.e. to the end of year 8, or until the child is withdrawn.

**9.2 The scope of our duty to exercise reasonable skill and care for your child's education and welfare.** While your child remains a pupil of the school, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on school premises or is participating in activities organised by the school. We cannot accept any responsibility for the welfare of your child while off the school premises unless he or she is taking part in a school activity or otherwise under the direct supervision of a member of School staff. The school shall adhere to and comply with the National Minimum Standards for Boarding Schools published under the Children Act 1989 (as amended or superseded).

**9.3 Consent to participation in trips and visits, in contact sports and other sports activities.** Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. Further information can be found in the First Aid Policy. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.

**9.4 What happens if your child needs urgent medical attention.** If your child requires urgent medical attention while under the school's care, we will:

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

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

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

child has); and

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

9.5 **We will give you notice of significant changes.** Our website and prospectus describe the broad principles on which the school is presently run. From time to time, it may be necessary to make changes to any aspects of the school, including to the curriculum or to the manner of providing education for your child. Where practicable, we will give you 28 days' notice of any planned changes that we regard as significant to your child's education.

9.6 **Your child's progress and needs at the school.** We will monitor your child's progress at the school and produce regular written reports. We will advise you if we have any serious concerns about your child's progress, but we do not undertake to diagnose dyslexia, ADHD, or other conditions.

A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the school to understand the nature and extent of your child's needs and what support it may be appropriate for the school to consider. Such assessments can be arranged either by you or by the school, or be jointly appointed and, depending on the circumstances, at your expense.

Given that a purpose of such assessments is to help enable the school to understand what support may be appropriate for the school to consider, the school will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the school in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessment.

9.7 Religious observance, relationships and sex education (RSE) and health education at the school will be conducted in accordance with the school's policies.

## 10. The Parents' Obligations

10.1 **We require your cooperation.** In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Headmistress and School staff, need your co-operation.

10.2 **Examples of the cooperation and assistance we require.** You must cooperate with the school and school staff in good faith, including by:

- 10.2.1 maintaining a constructive relationship with school staff, visitors, contractors and other parents; acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the school are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);
- 10.2.2 encouraging your child in his or her studies, giving appropriate support at home, and ensuring your child attends school.
- 10.2.3 keeping the school up-to-date and informed about matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges, any changes to their immigration status, and information relating to your child's health or special educational needs or medical conditions);
- 10.2.4 ensuring that all details or other information notified or otherwise disclosed to the school about you and/or your child are accurate, truthful and not misleading and that relevant details and information (which may include information relating to your child's health or special educational needs or medical conditions), or changes to any of them, are not withheld and are shared in a timely and transparent manner;
- 10.2.5 engaging with the school in a cooperative and transparent manner and providing assistance

to the school so that your child can participate in, and benefit from, the school's provision of education; and

- 10.2.6 attending meetings and keeping in touch with the school where your child's interests are so required.

10.3 **You must notify us of your child's health/medical conditions or special educational needs.** It is a condition of your child's joining and remaining at the school that you complete and submit to the school a medical questionnaire in respect of your child. You must inform the school of any health or medical condition, special educational need(s), disability or allergies that your child has at the time of joining the school or which subsequently changes or develops after joining the school, whether underlying, long-term, or short-term, including any infections. You must also provide us, whether upon further request by the school or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the school in relation to the same. If you withhold from us or otherwise misrepresent to us information of this nature, in particular, please be aware that this may result in us exercising our right to end this contract under Clause 15.1.2 below.

10.4 **Circumstances where we may require you to keep your child away from school.** The school reserves the right to require your child to remain away from school in the following circumstances:

10.4.1 due to a health or safety risk (including a virus, pandemic, epidemic or any other health or safety risk, including circumstances where the school reasonably concludes that your child does or may pose a risk of harm to themselves or others). We may provide Education Services to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate. For the avoidance of doubt, the school is **not** a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate; and/or

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

10.4.3 in accordance with Clause 8.1

10.5 **You must notify us of any special arrangements needed for your child.** You must inform the school of any situations where special arrangements may be needed for your child, including for their education or welfare, and provide on reasonable request from the school such further information as may be reasonably required by the school to understand the basis for and scope of such arrangements.

10.6 **You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child.** You must inform the school if, at any time prior to or during your child's time at the school, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the school (including its premises) and/or the school's provision of education to your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the school with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.

10.7 **We require you to nominate a 'responsible adult' for us to contact in your absence.** It is a condition of your child's joining and remaining at the school that you provide details of a responsible adult to the school for your child. This form will nominate a 'responsible adult' (or 'educational guardian') for your child who, among other things, can be contacted if the school is unable to contact you and who can look after your child in your absence. If your child's visa is sponsored by the school as a Child Student, this is a requirement of their visa application.

10.8 **Receiving information from you and sharing information with you.** The school is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned.

- 10.9 Please note that any person who has parental responsibility for your child is entitled to receive certain core information from the school about your child's progress and attainment. The school will therefore disclose such information as a matter of routine to each such person unless the school is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).
- 10.10 **We are entitled to expect that parents have consulted with each other regarding decisions relating to their child.** You and each of you as the holders of parental responsibility for your child acknowledge and agree that the school is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 10.6 above or otherwise according to the circumstances, you (and each of you) accept that the school is entitled to treat:
- 10.10.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you and
  - 10.10.2 any communication from the school to one of you as having been given to both of you.

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

- 10.11 **We are entitled to require that notices of withdrawal must be signed by both parents.** A notice of withdrawal of your child served under this contract (i.e., under any of Clauses 4.1, 6.1) 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 have signed such notice).
- 10.12 **You must notify us of your child's absence from School.** The school must be informed as soon as possible in writing of any reason for your child's absence from School. You can do this by contacting the main school office or School Secretary on 01477 571251. Wherever possible the school's prior consent should be sought for absence from the school.
- 10.13 **Parents must notify us if they will be absent for any period of time.** If at any time during your child's time at the school you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the school immediately in writing and provide the details required by the school as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- 10.14 **Raising concerns with the school and making formal complaints.** If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the school without undue delay. Complaints should be made in accordance with the Complaints Procedure.

## 11. Insurance

**Your responsibility to make your own insurance arrangements.** You must make your own insurance arrangements if you require cover for your child or their property whilst 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.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain choices relating to their personal data themselves. Parents' views remain important, but sometimes the law will require us to give more weight to the decision the child makes about his, her or their own privacy.

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

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

**12.1 References for your child.** We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

**12.2 We will need to use information relating to your child, and to you, for certain purposes connected with the running of the school.** This will include name, contact details, school records, photographs and audio-visual recordings (including recordings of lessons), both whilst your child is at the school and after he or she has left, for the purposes of:

12.2.1 managing relationships between the school and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and

12.2.2 promoting the school to prospective pupils/parents, publicising the school's activities, and communicating with the school community and the body of former pupils

In respect of sub-clause 12.2.2, this includes use of such information by the school in/on the school's prospectus (in whatever format or medium it is produced/made available), the school's website(s) and (where appropriate) the school's social media channels

**12.3 You are required to update us of changes to information held, or in circumstances relating to, you and/or your child.** You must:

12.3.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the school; and

12.3.2 inform the school of any change to your or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the school, including relevant contact details.

**12.4 We will send information (e.g., school reports) about your child to both of you as a matter of course.** Any person who has parental responsibility for your child is entitled to receive certain core information from the school about your child's progress and attainment. The school will therefore disclose such information as a matter of routine to each such person unless the school is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).

**12.5 Data Protection Law.** The school will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018 (each as amended or superseded) and other related legislation. We will process such personal data:

- 12.5.1 as set out in this Clause 12, and in the school's 'Data Protection Policy' and 'Privacy Notice' which is available on the school's website as may be amended from time to time;
- 12.5.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- 12.5.3 to fulfil our obligations under this contract, and where otherwise reasonably necessary for the school's purposes
- 12.5.4 to comply with our responsibilities as a licensed Child Student and/or Student Sponsor for immigration purposes. For example, by providing information relating to your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether your child is a sponsored child or not). Such information may include information about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated). Occasionally, information regarding your immigration status in the UK may also be required.

## 13. Intellectual Property Rights

Recognising these rights. We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

## 14. Changes in Ownership, etc

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it sets out the rights we have, and that you have, to terminate this contract early that is, before the normal leaving date for the end of your child's schooling which is at the end of year 8.

## 15. Ending this Contract

**15.1 Our rights to end the contract.** In addition to where this contract is terminated automatically as a result of an exclusion or required removal under **Clause 8**, the school may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees to you, if:

- 15.1.1 you do not make a payment to us when it is due, and you still do not make payment within seven (7) days of us sending you a final reminder that such payment is due;
- 15.1.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the school to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that your child is legally entitled to enter and study in the United Kingdom when in fact your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);
- 15.1.3 you fail or refuse to provide us at any time with information we require under **Clause 5.14**; or we are not satisfied with the information you have provided (if any). Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant

satisfactory information has been provided;

15.1.4 your child no longer holds an immigration status which confers a right to study or remain within the UK

15.1.5 you (or either of you):

- (a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
- (b) repeatedly or persistently fail to pay the fees when they fall due for payment;
- (c) are otherwise unable to pay your debts as they fall due;
- (d) are the subject of a bankruptcy petition or order; or
- (e) you enter into an individual voluntary arrangement; or

15.1.6 you otherwise do not comply with (i.e., you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Headmistress's reasonable discretion, the school is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

15.2 **Your rights to end the contract.** You may end this contract at any time by notice in writing to the school if:

15.2.1 you have a legal right to end the contract because of something we have done wrong; or

15.2.2 the school becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

15.3 **When this contract will end if not terminated early.** For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling, the end of year 8.

15.4 **Ending the contract will not affect any accrued rights.** Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the school will keep any rights each has under, or as a matter of, general law.

## 16. Events outside of our, or your, control

16.1 **What we mean by an "event outside of our/your control".** We mean any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this **Clause 16** we shall refer to such events outside of our/your control as an **"event"**.

16.2 **What happens if we are affected by an event outside of our control.** If an event arises which prevents or delays the school's performance of any of its obligations under this contract, the school shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the school has acted reasonably and prudently to prevent and/or minimise the effect of the event, the school will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the school shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

16.3 **Events lasting more than 6 months.** If the school is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the school shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the school and without giving a term's notice or paying fees in lieu of notice.

**16.4 What happens if your child is affected by an event outside of your control.** Subject to **Clause 5.13** (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at school or remotely due to reasons caused by an event you shall give the school notice in writing of such circumstances and the following provisions shall apply:

- 16.4.1 in consultation and cooperation with the school you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
- 16.4.2 in circumstances where, following the efforts made and steps taken under sub- clause 16.4.1 above, your child is not able to participate and benefit from any level of provision of education by the school (whether at school or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, prorated accordingly) during the continuance of the event; and;
- 16.4.3 if the event continues to prevent your child wholly and completely from attending the school or being able to participate and benefit from any level of provision of education by the school (whether at school or remotely) 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 or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

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

**17.1 Notices must be in writing.** When this contract requires you or the school to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

**17.2 We will use the contact details held by the school to contact you.** Communications (including notices) will be sent by the school to you at the address(es) shown in our records or using your other contact details included in our records. You must notify the school of any change of address(es) or other contact details.

**17.3 How to provide written notice to the school.** Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Headmistress and either:

- 17.3.1 sent by email to the school using this email address: [headmistress@tnschool.co.uk](mailto:headmistress@tnschool.co.uk) ; or
- 17.3.2 delivered by hand or post to the school.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under either 6.1 of these terms and conditions (which are the provisions dealing with withdrawing your child from the school or otherwise changing their place) you telephone the school to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and ten (10) working days (during a school holiday period) after sending the notice.

## **18. The Law that applies to this contract and where legal proceedings may be brought**

**18.1 The law that applies to this contract.** The contract between you and the school is governed by English Law and either you or the school must bring legal proceedings in respect of this contract in the English courts.

**18.2 Rights in relation to the enforcement of this contract.** If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract.

## 19. Changes to these Terms and Conditions

- 19.1 **Reserving the right to change these terms and conditions.** 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. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.