



PARENT CONTRACT

TERMS AND CONDITIONS

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Scope: All Schools

PARENT CONTRACT (TERMS AND CONDITIONS)

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

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

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

1. Definitions

1.1 *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;

"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 contained in the Concerns and Complaints Policy and 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 procedure is on the School's website and is otherwise available from the School at any time upon request;

"contract" has the meaning given in Clause 1.3 below;

"deposit" means the amount set out and referred to as the acceptance deposit in the Schedule of Fees;

"additional deposit" means the amount set out and referred to as the additional deposit in the Schedule of Fees;

"fees" means the termly fees set out in the Schedule of Fees;

"FIA Terms and Conditions" means the supplemental terms and conditions relating to a fees in advance scheme, which the Governors of the School may operate at their discretion;

"Headmaster" means the person appointed by the Governors of the School to be responsible for (or to share in the responsibility for) the School (meaning all the schools in the Bromsgrove family of schools), including anyone to whom such duties have been delegated;

"Schedule of Fees" means the published note of the School's prevailing fees notified to you from time to time, a copy of which is available on the School's website and from the2 reW*ñBT/F1 11.04 Tf

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

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

3. Withdrawing your Acceptance of a Place before your child joins the School
- 3.1 *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 (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding summer term (i.e. the final term of the previous academic year) or pay the fees in lieu of notice referred to above.
- 3.2 *If we receive a term's notice.* If you provide a term's notice, no further fees will be payable but you will not receive a refund of the deposit.
- 3.3 *If we do not receive that period of notice.* If you do not provide us with a term's notice (or if

your child may participate and which need to be paid for, will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination fees shall be charged as supplemental charges.

- 4.3 *Applicable Taxes.* All of the fees and supplemental charges are exclusive of any taxes, which will be added where applicable.

on or before the first day of the term to which the invoice relates. We may not allow your child to attend school if you do not pay on time.

The School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the School and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid by direct bank transfer or standing order in not more than four (4) instalments (unless otherwise agreed in writing by the School) within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice). The School will issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's fees.

4.8 *Payment of supplemental charges.* All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the

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 Michaelmas (autumn) term, we will notify you before the end of the preceding Lent 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 5.1 below.

4.15 *Fees and supplemental charges will not be reduced due to your child's absence.* Fees and any

with the required period of notice. In such circumstances we require you to pay us fees in lieu of notice, which is a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given.

in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14.1.2 below.

- 9.4 *Circumstances where we may require you to keep your child away from School.* If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit them to return to the School until such time as the health risk has passed. Where it is considered appropriate, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- 9.5 *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.
- 9.6 *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. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing e.g. relating to change of name; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with 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.
- 9.7 *We require you to nominate a 'responsible adult' for us to contact in your absence.* Where we notify you that this is a requirement (for example for parents who live overseas), it is a condition of your child's joining and remaining at the School that you complete and submit to the School a Guardianship Agreement Form for your child. This form will nominate a 'responsible adult' (or 'educational guardian') for your child who, amongst other things, can be contacted if the School is not able 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.
- 9.8 *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 9.9 below or otherwise according to the circumstances, you (and each of you) accept that the School is entitled to treat:
- 9.8.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- 9.8.2 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.*

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).

9.10 *You must notify us of your child's absence from School*

- 11.2.1 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
- 11.2.2 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 11.2.2, 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.

- 11.3 *You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:*
 - 11.3.1 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
 - 11.3.2 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.
- 11.4 *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*

13. 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 -

(e) you enter into an individual voluntary arrangement; or

14.1.7 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 Headmaster'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.

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

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

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

14.3 *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 (at the end of year 13). This may be at the end of an earlier stage of the School if your child does not meet any requirements imposed by the School under Clause 8.2 for entry to the next stage.

14.4 *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.

15. Events outside of our, or your, control

15.1 *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 15 we shall refer to such events outside of our/your control as an "event".

15.2 *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).

15.3 *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.

15.4 *What happens if your child is affected by an event outside of your control.* Subject to Clause 4.15 (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:

15.4.1 in consultation and cooperation with the School you shall do everything you

17.2 *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. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

18. Changes to these Terms and Conditions

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 start of the previous term before the modifications are to take effect.