

CHEAM SCHOOL | CONFIRMATION FORM

Cheam School, Headley, Berkshire RG19 8LD

Cheam School Educational Trust Reg. Co. No. 1843219 | Registered Charity No. 290143 | VAT Registration No. 478595619



CHILD'S DETAILS

First name:	Surname:	Date of Birth:
Type of place: Day <input type="checkbox"/> Weekly Boarding <input type="checkbox"/> Flexi-Boarding <input type="checkbox"/>		Start Date:
		Year Group on Entry:

PARENTS' (or LEGAL GUARDIAN'S) DETAILS

Parent 1	Parent 2
Title:	Title:
First name:	First name:
Surname:	Surname:
Telephone (mobile):	Telephone (mobile):
Telephone (home):	Telephone (home):
Email:	Email:
Address:	Address: (if different to Parent 1):

Is there anything relating to your child which you would like the School to be aware of? (Please indicate any factors in your child's home situation or early education of which the School should be informed.)

RESPONSIBLE ADULT'S / EDUCATIONAL GUARDIAN'S DETAILS

In case parents (or legal guardian) cannot be reached, please give details of the person to contact in an emergency.

First name:	Surname:
Relationship to child:	
Telephone (mobile):	
Telephone (home):	
Email:	

PARENTAL RESPONSIBILITY

- We confirm that we have joint parental responsibility (as defined by the Children Act 1989) for the child whose name is shown above.
- Or**
- I confirm that I have sole custody / parental responsibility (as defined by the Children Act 1989) for the child whose name is shown above.

DECLARATION AND SIGNATURES

- We/I, the undersigned, confirm our/my intention that the child whose details appear on this form will enter the School.
- We/I accept the terms and conditions set out in the Parent / School Contract on the following pages.
- We/I accept responsibility, jointly and severally, for the payment of the fees and supplemental charges when due.
- We/I accept that the terms and conditions set out in the Parent / School contract below and as varied from time to time, form the basis of a contract between us/me and the School.
- We/I have paid the Confirmation Deposit of £1,500 by BACS to Cheam School Educational Trust / Sort code: 60-15-07 / Account: 65310047 using our child's name as reference.

PARENT 1

PARENT 2

Signature:

Print name:

Date:

Relationship to child:

Please return to the Registrar: registrar@cheamschool.co.uk or post to Cheam School, Headley, Berkshire RG19 8LD.

CHEAM SCHOOL | THE PARENT / SCHOOL CONTRACT

1. Definitions

- (a) 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.

"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 an Extra Charge.

"Confirmation 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;

"Complaints Policy" 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 does not form part of the contract between you and the School. A copy of the most up-to-date procedure is on the School's website and is otherwise available from the School at any time upon request;

"contract" has the meaning given in Clause 1(c) below;

"deposit" means the amount set out and referred to as the confirmation deposit in the Confirmation Form (and that is separately set out in the Schedule of Fees);

“**Education Services**” means the School’s provision of classes and lessons to your child.

“**Extra Charge**” means the charge for any Service excluding Education Services and Board and Lodging.

“**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 charges, calculated in accordance with Clause 5(a) and 5(b) below. Where applicable, fees in lieu of notice will be reduced to take account of any scholarship or bursary awarded to you;

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

“**PPFS Terms and Conditions**” means the supplemental terms and conditions relating to the School’s Prepaid Fees Scheme.

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

“**School Rules**” means the body of rules of the School which set out our expectations concerning the conduct and behaviour of our pupils, 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 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 an Extra 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;

“**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 not 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, you need to tell us in writing about the withdrawal by the first day of the spring term immediately before;

“**terms and conditions**” means 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 1(b) below; and

“**you**” or the “**parents**” means each person who has signed the Confirmation Form as a holder of parental responsibility for the child, or a person who with the School’s express written consent replaces a person who has signed the Confirmation Form.

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**”. When we do use these words, it means that

the examples that are given are not exclusive or limiting examples of the matter in question.

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

(b) *Who we are.* We are Cheam School Educational Trust, a company registered in England and Wales. Our company registration number is 1843219 and our registered office is at Cheam School, Headley, Thatcham RG19 8LD. Our VAT registration number is 478595619.

(c) *Our contract with you.* The **Confirmation Form**, the **Schedule of Fees**, the **PPFS Terms and Conditions**, the **School Rules** and these **terms and conditions** (as in each case may be varied from time to time) form the terms of an agreement (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.

2. Acceptance and Deposit

(a) *How you accept our offer of a place.* An offer of a place for your child at the School is accepted by your submitting the completed Confirmation Form and paying the deposit.

(b) *The non-refundable status of the deposit.* The deposit is not refundable if your child does not take up a place at the School. The limited exception to this is where the School actually fills the specific vacancy created by your child’s withdrawal, in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of these 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.

(c) *How we use the deposit.* The deposit will form part of the general funds of the School until it is applied without interest as payment toward the final balance due to the School for fees or other sums on your child’s leaving. Alternatively, you may at this point choose to donate your deposit to the Cheam Foundation for the benefit of others.

3. Withdrawing your Acceptance of a Place before your child joins the School

(a) *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 written notice before the first day of the term immediately preceding the term in which your child was due to start or pay to the School 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 a place on or before the first day of the preceding summer term (ie, the final term of the previous academic year) or pay fees in lieu of notice.

(b) *If we receive that period of notice.* If you provide that period of notice, you will lose the deposit (subject to repayment under Clause 2(b) above if the resulting vacancy is actually filled by the School) but no fees in lieu of notice will be payable.

(c) *If we do not receive that period of notice.* If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term’s fees will be payable by you and will become due and owing to

the School as a debt. The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.

4. School Fees, 'Extra' Charges and Payment

- (a) What the fees include. 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. The fees include all the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials.
- (b) What the fees do not include: Extra Charges. School Fees do not include Extra Charges for Services which you agree in advance for your child (such as private music lessons, trips and visits). Extra Charges may also be incurred for the special educational needs of your child.
- (c) VAT and applicable taxes.
- (i) Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are exclusive of VAT and any other taxes which will be added (where applicable).
- (ii) 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.
- (iii) 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.
- (d) Who is responsible for ensuring payment? Each of you who has signed the Confirmation Form is liable for and must ensure that all of the Fees and Extra Charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own. Each of you remains liable to the School for all of the Fees and Extra Charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the Fees and/or any Extra Charges. Each person who signs the Confirmation Form has an individual responsibility to ensure that, between them, the Fees and Extra Charges owing to the School are paid. In practice this means that if Fees or Extra Charges have not been paid to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent. The only exceptions to this are set out in Clause 4(e) 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 due under this contract.
- (e) 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 Confirmation Form and is not a party to this contract? A parent 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 Confirmation Form before submitting such notice. Separately, the School may 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 we agree otherwise in writing.

- (f) How bursary awards are treated. If your child is awarded a bursary, your responsibility will be to pay for the balance of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days following the withdrawal of a bursary you give notice to withdraw your child from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School.
- (g) How the fees are charged and payment requirements. Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term regardless of the length of any term and regardless of your child's year group. Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clauses 4(d) and 4(e) above). The fees must be paid in full by direct bank transfer on or before the first day of the term to which the invoice relates. We may not allow your child to attend the 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 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 School fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's School Fees.
- (h) Payment of Extra Charges. All Extra Charges for each term (and other unpaid Extra Charges that were agreed during the previous term) will be included in the School's invoice for the School Fees. All such Extra Charges must be paid in full by the first day of the next term.
- (i) 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:

(i) refuse to allow your child to attend the School, withhold any references, and/or withdraw sponsorship of your child's Child Student Visa (if applicable) while fees remain unpaid or there is a persistent failure by you to pay the fees on time. This applies in addition to our right to terminate the contract under Clause 14;

(ii) refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable Extra Charge for that activity or examination(s) remains unpaid;

(iii) charge interest to you on the overdue amount at the rate of 3 per cent a term above the base rate from time to time of the School's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the School the interest together with the overdue amount;

(iv) charge you the costs we incur in recovering, or attempting to recover, any unpaid fees or Extra Charges from you including reasonable legal costs being costs that would be allowable by the courts if judgment were made in the School's favour, including the School's cost of administering your late payment or a reasonable estimate of these costs; and/or

(v) inform any other school or educational establishment to which you propose to send your child of any non-payment or late payment.

(j) *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 an increase in the fees will be sent to you before the start of the term before the increase is to take effect. 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 set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5(a) below.

(k) *Our ability to increase Extra Charges.* We will review the Extra Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Extra Charges before the start of the term 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 5(a) below.

(l) *Fees and Extra Charges will not be reduced due to your child's absence or the School's closure.* Fees and any agreed Extra Charges will not normally be reduced or refunded as a result of absence due to illness or otherwise, or because we are providing Education Services remotely for whatever reason. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of any periods spent at home.

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

(i) your identity;

(ii) your child's identity;

(iii) that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;

(iii) your child's right to enter, live and study in the United Kingdom;

(iv) the legitimate source of funds you are using to pay the Fees; and

(v) information provided to us as part of, or in connection with, an application for (or our grant of) a bursary award.

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

(n) *Allocation of payments to your Fees account.* The School is entitled to allocate payments from you to your account as it sees fit. For example, the School is entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.

(o) *How fees are discharged under our 'Pre Paid Fees Scheme' (PPFS), 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 PPFS Terms and Conditions (ie, where you have prepaid all or part of the fees due under this contract) the School will administer such capital sum to meet the fees pursuant to the PPFS Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the School under the PPFS Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. For the avoidance of doubt, the School will, on demand, provide a termly statement of account in respect of the School Fees and Extra Charges and the difference shall be payable in accordance with the terms of this contract.

5. Notice Requirements

(a) *Notice to withdraw your child from the School.* If you wish to withdraw your child from the School (other than at the normal leaving date), you must either give us a clear term's notice to that effect or 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. This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (ie, at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (ie, the final term of the preceding academic year). The School will apply the deposit you have paid (without interest or any entitlement to repayment under clause 2(b) above) as payment of any such fees in lieu of notice.

(b) *Notice to change your child's place at the School.* If you wish to change your child's place at the School from a fixed boarding or flexi boarding to a day place you must either give a term's notice or shall pay to the School the difference between the boarding/flexi boarding fees and the day fees in lieu of notice, and at such rate as would have been charged for the final term of provision 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 School's prior written consent.

(c) The Head's discretion to remove your child from boarding. The Head may in their discretion require you to remove your child from boarding and move them to a day place if the head considers that:

(i) this is in the best interests of your child and/or other children and/or the School; and/or

(ii) the School is unable to meet your child's needs within the boarding setting (including cases where the School cannot reasonably accommodate adjustments or provide the nature or level of support required by your child within the boarding setting); and/or

(iii) Your child's conduct or behaviour (including conduct or behaviour outside School) is unsatisfactory such that moving your child from a boarding to a day place is considered appropriate.

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

(d) When the relevant amount of fees in lieu of notice must be paid. In cases under (a) or (b) above, the appropriate fees in lieu of notice will become payable by you to us 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.

(e) Notice to withdraw your child from participating in an activity covered by an Extra Charge. If you wish to withdraw your child from an activity charged for as an extra, you must either give a term's notice to that effect or pay to the School as a debt a term's charges for the activity in which your child has ceased to participate.

(f) Withdrawal part-way through a term does not reduce the amount you owe to the School. The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of Fees or Extra Charges due, or to obtain a refund of Fees or Extra Charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

6. School Rules

(a) Compliance with the School Rules. It is a condition of remaining at the School that you and your child comply with the School Rules. In addition, you promise to ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour we may issue.

(b) We may undertake drugs and alcohol testing of your child. The School may undertake drugs and alcohol testing of your child in accordance with its alcohol, drugs and smoking policy. The alcohol, drugs and smoking policy has been adopted with the aim of safeguarding the health and safety of all pupils.

(c) Monitoring your child's email and messaging communications, internet use, and use of social media. The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet 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.

7. Suspension, Exclusion and Required Removal

(a) The Head's discretion to suspend or exclude your child from the School. The Head may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school or online) is unsatisfactory and/or the suspension or exclusion is in the School's best interests or those of your child or other children.

(b) Where you can find examples of offences punishable by suspension or exclusion. The School Rules set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Head 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 taken into account.

(c) The Head's discretion to require you to remove your child from the School or from boarding. Instead of exclusion or suspension, the Head may, at their discretion require you to remove your child from the School or from boarding if the Head considers that:

(i) your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or causes a breakdown of trust and confidence; and/or adversely affects or is likely to adversely affect your child's 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 where we have cancelled this contract under Clause 14 below;

(ii) your child's attendance or progress at the School is unsatisfactory and/or in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children. If this happens, fees in lieu of notice will not be payable and any prepaid fees and/or Extra Charges for the period after the removal including, if applicable, the deposit held by the School will be refunded.

(iii) separate to the Head's discretion to suspend or exclude your child under clause 7(a) 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

(iv) 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.

(d) What happens if your child is suspended, excluded or removed from the School.

(i) Should the Head exercise their right under either Clause 7(a) or Clause 7(c) above you will not be entitled to any refund or remission of Fees or Extra Charges due (whether paid or payable) in or relating to the term in which your child is excluded or suspended and (save in the case of suspension) the deposit will be forfeited meaning that the School will retain the deposit. If you are required to remove your child from the School as a result of the Head exercising their discretion under Clause 7(c)(ii) then the deposit will be credited in the usual way (see Clause 2(c)).

(ii) If your child is excluded or you are required to remove your child from the School, fees in lieu of notice will **not** be payable and any Fees and/or Extra Charges that have been prepaid for or relating to any term after the expulsion/required removal will be refunded.

- (e) Impact of exclusion or required removal on this contract. Provided you have paid the School's final invoice, 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 Services.
- (f) Your right to have disciplinary matters or decisions reviewed. You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this Clause 7 reviewed. Any such review shall be governed by the Complaints Policy.

8. The School's Obligations

- (a) The period of your child's schooling. Subject to these terms and conditions, the School will provide the Services (except any optional Services that you have chosen not to receive) and accept your child as a pupil of the School from the time of joining the School until the end of his or her preparatory schooling.
- (b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the direct supervision of a member of School staff. The School shall adhere to and comply with the *National Minimum Standards for Boarding Schools* (applicable from time to time) published under the Children Act 1989 (as amended or superseded).
- (c) Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury. Further information can be found in the School's Medical Policy. You also consent to your child participating in trips and visits organized in the normal course of your child's schooling.
- (d) What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will:
- (i) take action (for example, by contacting the emergency services);
- (ii) try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';
- (iii) 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
- (iv) where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical profession.

The School requires updated emergency treatment consent forms from parents to be submitted on a timely basis.

- (e) Our right to make changes at the School. Our website and prospectus (in whatever format or medium it is produced/made available) describe the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum 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)).
- (f) We will give you notice of significant changes. Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5(a) above.
- (g) 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 concern 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 assessments. Please note that any additional support required in connection with your child's special educational needs may carry an Extra Charge.
- (h) Religious observance and relationships and sex education (RSE) and health education. Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School's policies.

9. The Parents' Obligations

- (a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- (b) Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:

- (i) maintaining a constructive relationship with School staff, 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);
- (ii) encouraging your child in his or her studies, and giving appropriate support at home, and ensuring your child attends School;
- (iii) keeping the School up-to-date and informed of matters which affect or may affect your child including circumstances which arise at any time that affect or may affect your ability to pay the Fees and Extra Charges for your child;
- (iv) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld and are shared in a timely and transparent manner;
- (v) 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 including where the School may wish/need to provide such education remotely; and
- (vi) attending meetings and keeping in touch with the School where your child's interests so require.
- (c) You must notify us of your child's health/medical conditions or special educational needs. It is a condition of your child's joining and remaining at the School that you 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 or injuries. 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 14(a)(ii) below.
- (d) 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:
- (i) 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
- (ii) 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 wellbeing. 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
- (iii) in accordance with Clause 4(i)(i).
- (e) 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.
- (f) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of Fees and/or Extra Charges. 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.
- (g) 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 us with details of 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.
- (h) Parents must notify us immediately in writing if they will be absent for a period of time from the United Kingdom or absent from your main residential address and provide the details required by the School, including the name and contact details for a 'responsible adult' for the period of your absence.
- (i) 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. Accordingly, except under Clause 9(j) below or otherwise according to the circumstances, you (and each of you) accept that the School is entitled to treat:

(i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

(ii) any communication from the School to one of you as having been given to both of you.

Please 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).

- (j) We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract 5(a) or 5(b) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).
- (k) You must notify us of your child's absence from School. The Head must be informed as soon as possible in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (l) Raising concerns with the School and making formal complaints. If you have cause for concern about your child's safety, care, discipline or progress you must inform the School as soon as possible. Complaints should be made in accordance with the Complaints Policy. A copy of the most up-to-date version of the Complaints Policy is on the School's website and is otherwise available from the School at any time upon request.

10. Insurance cover

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 while at School or for the payment of Fees due to absence of your child or closure of the School premises. The school offers insurance cover for the recovery of fees in the event of your child being absent due to illness. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

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

- (a) References for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. 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 about their ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are, or your child is alleged to have suffered, resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (b) 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 and, unless you specifically opt out, photographs and video recordings, both whilst your child is at the School and after he or she has left, for the purposes of:

- (i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
- (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 it is produced/made available), and the School's website and (where appropriate) the School's social media channels.

- (c) You are required to update us of changes to information held, or circumstances relating to, you and/or your child. You must:

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

(ii) 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 (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

- (d) 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 (as amended or superseded) and other related legislation. We will process such personal data:

(i) as set out in this [Clause 11](#), and in the School's Privacy Notice which is available on the School's website as may be amended from time to time;

(ii) to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement;

(iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes; and

(iv) to comply with our responsibilities as a licenced *Child 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.

12. Intellectual Property Rights

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

13. **Changes in Ownership, etc**

The circumstances in which we may transfer this contract to someone else. For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another, we may transfer our rights and obligations under this contract to another person or organisation. We will notify you if we plan to do this and we will ensure that the transfer will not affect your rights under this contract.

14. **Ending this Contract**

(a) *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 7, 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:

(i) you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;

(ii) 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 that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not or any information about your child's health, medical conditions, special educational needs, disability or allergies);

(iii) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;

(iv) your child no longer holds an immigration status which confers a right to study in the UK;

(v) you (or either of you):

(aa) are unable, following our request, to demonstrate that you will be able to pay the Fees and Extra charges due under this contract;

(bb) repeatedly or persistently fail to pay the Fees when they fall due for payment;

(cc) are otherwise unable to pay your debts as they fall due; or

(dd) are the subject of a bankruptcy petition or order or enter into an individual voluntary arrangement.

(vi) you otherwise do not comply with (ie. you breach) your obligations under this contract (including under Clause 9) such that we have a legal right to end the contract because of something you have done wrong or, in the Head'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.

(b) *Your rights to end the contract.* In addition to where you withdraw your child, you may end this contract at any time by notice in writing to the School if:

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

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

(c) *When this contract will end if not terminated early.* For the avoidance of doubt and without you or us having to provide you with notice, this contract will end on the settlement of the School's final invoice or the end of your child's schooling, whichever is later.

(d) *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 fees. After this contract ends, you and the School will keep any rights we have under, or as a matter of, general law.

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

(a) *What we mean by an 'event' outside of our/your control".* In this clause 15 "event" means any event beyond either your or our reasonable control including, by way of example and 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.

(b) *What happens if we are affected by an event outside of our control.* If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School will 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 (including by providing Education Services remotely, if appropriate) and subject to Clause 15(c), 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 will try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

(c) *Events lasting more than 6 months.* If the School is prevented from performing all of its obligations as a result of an event (and we are unable to provide Education 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.

(d) *What happens if your child is affected by an event outside of your control.* Subject to Clause 4(1) (which means that you are not entitled to a refund or reduction in Fees in cases of illness or absence), if your child is unable to attend (or is likely not to be able to attend) the School due to reasons caused by an event you must give the School notice in writing of such circumstances and the following provisions shall apply:

(i) in consultation and cooperation with the School you must 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;

(ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be responsible for failing to perform your obligations (including the obligation to pay Fees, pro-rated accordingly) during the continuance of the event; and

(iii) if the event continues to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without your being required to give a term's notice or to pay a term's fees in lieu of notice.

16. Communications between you and the School

- (a) Notices must be in writing. When 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.
- (b) We will use the contact details held by the School to contact you. Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. You must notify the School of any change of address(es) or other contact details.
- (c) How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:

(i) sent by email to the School using this email address: office@cheamschool.co.uk; or

(ii) delivered by hand or post to the School;

We recommend that if you provide notice under any of Clauses 3, 4(f), 4(j), 5(a), 5(b) or 5(e) (which are the provisions dealing with withdrawing your child from the School) you telephone the School to confirm receipt if you have not received an acknowledgement from us.

17. The Law that applies to this contract and where legal proceedings may be brought

- (a) 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.
- (b) 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 before the start of the term before the modifications are to take effect.

December 2024

