



Felsted

# **Felsted School Parent Agreement**

Dated June 2017

## Introduction

We recognise the importance of your decision to send your child to Felsted School, and we take our obligations very seriously. These are set out in formal terms in this agreement, but in summary we see our responsibility as being to:

- 1 Provide an appropriate education;
- 2 Safeguard and promote the welfare of your child;
- 3 Involve you as much as possible in the education of your child by consulting with you and reporting regularly on your child's progress; and
- 4 Respect and preserve your child's rights and freedoms so far as we reasonably can.

We are committed to high standards of teaching and care and we welcome parental contact. You will be provided with information as to how to do this so that any problems can be effectively discussed at an early stage.

## Contract Terms

This is a legally binding agreement between you, the parent(s) or guardian(s) accepting a place for your child, and us, Felsted School. Please read these terms carefully before you accept our offer of a place at the School for the Pupil. An offer of a place for the Pupil at the School is accepted by your submitting the completed signed Final Confirmation of Entry Form and paying the deposit.

These terms tell you who we are and how and on what basis the School will provide educational services. We have tried to put it in plain English but if anything is not clear you should ask for an explanation or take advice before you sign it. The male pronoun is used throughout simply for convenience and should be read to include the female pronoun. The agreement reflects the custom and practice of independent schools.

## 1 Definitions

'deposit' means the amount set out and referred to as the deposit in the Final Confirmation of Entry Form;

'expulsion' means the permanent exclusion of the Pupil from the School by the Head as a disciplinary sanction;

'fees' means the fees in accordance with the School's tariff;

'Final Confirmation of Entry Form' means the form provided by the School for parents to complete when confirming a place for their child at the School;

'governor', 'governors' and 'governing body' means a governor or governors and the governing body of the School;

'Head' means the person appointed by the Governors or the person who is acting as or in the place of the Head from time to time to be responsible for (or to share the responsibility for) the day-to-day running of the School (including anyone to whom such duties have been delegated including the Head of the Senior School and the Head of the Preparatory School (the latter also being the Head of the Pre-Preparatory Department));

'one term's fees' means the full fees for the term without taking account of any scholarship, exhibition, bursary or other award or concession;

'pupil' means the boy or girl for whom the place has been accepted;

'removal' means a requirement by the Head that you remove the Pupil from the School permanently;

'School' or 'we' means the legal entity carrying on as the School as identified in Clause 1(b) below;

'School Rules' means the rules of the School as may be amended from time to time, and which form part of this contract;

'School's tariff' means the note of the School's prevailing fees notified to you from time to time, a copy of which remains available on the School's website and from the School at any time upon request;

'supplemental charges' means any items charged to you that are supplemental to the fees. By way of example, this includes any extra-curricular activities (such as private music lessons, trips and visits), cost of damage to School property or property of other people, and all public examination charges. Additional charges incurred by the School in making specialist provision for the Pupil, for example in relation to special educational needs, may also be charged as supplemental to the fees.

'temporary exclusion' means a requirement that the Pupil leaves the School for a temporary and/or fixed period either as a disciplinary sanction or pending an investigation or decision as to the Pupil's future at the School.

'terms and conditions' means these terms and conditions 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;

'you' or the 'parents' means each person who has signed the Final Confirmation of Entry Form as a parent or guardian of the child, or a person who with the School's express consent replaces a person who has signed the Final Confirmation of Entry Form.

1b) We are Felsted School, registered charity number 310870, whose single trustee is Felsted School Trustee Limited, a company registered in England and Wales with company registration number 03548755. The registered office is at Felsted School, Felsted, Dunmow, Essex, CM6 3LL.

1c) The Final Confirmation of Entry Form, the School's tariff, 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.

## 2 School Policies and Prospectus

2.1 Copies of all Policies may be obtained from the Bursar on request and copies of key policies are available on the School website. Policies may be changed at any time at the discretion of the Head and/or the Governing Body and, when changes are made to a policy, the updated version of the policy is uploaded on the School website.

2.2 The School's prospectus and other publicity materials (including the School website) do not form part of this agreement and do not constitute any representation on which you should rely. Our prospectus describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspect of the School, including the curriculum or the manner of providing education for the Pupil.

## 3 Parties to this Agreement and Governing Law

3.1 This agreement is made between you and the School. The Pupil is not a party to it. It is not intended that the terms of the agreement shall be enforceable by the Pupil or by any other third party.

3.2 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.

## 4 The School's obligations

4.1 Subject to these terms and conditions, the School will accept the Pupil as a pupil of the School from the time of joining until the end of his or her schooling.

4.2 While the Pupil remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. The obligation will apply during school hours and at other times when the Pupil 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 the Pupil while off the School premises unless he or she is taking part in a school activity or is otherwise under the supervision of a member of School staff.

4.3 The School will report regularly to you on the progress made by the Pupil and will consult with you as and when appropriate.

4.4 The School will do what is reasonable to respect and preserve the individual rights and freedoms of the Pupil, taking into account the need to balance this against the needs of the School community. Those rights may include the legal right for the Pupil to give or withhold consent in particular circumstances, including legal rights to confidentiality. Where those rights conflict with any obligation that the School may have to you, the School will be governed by its overriding obligation to act in the best interests of the Pupil.

4.5 Unless you notify us to the contrary in writing, you consent to the Pupil participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

4.6 If the Pupil requires urgent medical attention while under the School's care, we will if reasonably practicable attempt to obtain your prior consent. However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion, unless you have previously notified us in writing that you object to blood transfusions).

## 5 Powers of the School

5.1 This is an agreement for the provision of education for the Pupil.

5.2 The Head has the overall responsibility for running the School and for the welfare of all pupils. Subject to the overriding direction of the Governing Body and to the terms of this contract the Head has complete discretion and the Head's decisions are binding.

5.3 The Head and/or the Governing Body may change the general arrangements for pupils and the education and other provision made for them as they see fit to take account of changing circumstances and the needs of the School. The Head and/or the Governing Body may in its discretion give you notice of any changes that we regard as significant to the Pupil'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 the Pupil 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 9.

- 5.4 The School reserves 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.
- 5.5 The School is entitled to:
- 5.5.1 determine the curriculum of the School generally and for the Pupil specifically;
  - 5.5.2 determine the subjects and examination options for the Pupil in consultation with you;
  - 5.5.3 determine the facilities to be provided;
  - 5.5.4 determine the composition and size of teaching groups;
  - 5.5.5 determine the House, Phase and teaching sets into which the Pupil is admitted;
  - 5.5.6 act at all times as it considers appropriate in the best interests of the Pupil. The welfare of the Pupil is paramount and the School may override your wishes where we think it appropriate to do so;
  - 5.5.7 act in every way as though it has full parental responsibility while the Pupil is at the School and in particular to arrange and authorise both routine and emergency medical assessment and care;
  - 5.5.8 set and enforce regulations relating to the behaviour of pupils;
  - 5.5.9 set and modify policies and procedures at the discretion of the Head and/or Governing Body;
  - 5.5.10 require a boarding Pupil to attend as a day pupil where there are pastoral or behavioural concerns that in the reasonable opinion of the Head may affect the well-being of the Pupil or others; and
  - 5.5.11 consider the needs and entitlements of individual pupils in the context of its responsibility to other pupils, its staff and the community generally.

## 6 Parents' Obligations and Liability

- 6.1 Each of you who has signed the Final Confirmation of Entry Form accepts full responsibility under it. That means that:
- 6.1.1 each person is liable for and must ensure that all of the fees and supplemental 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. In practice what this means is that if fees or supplemental charges have not been paid to the School, the School can seek payment of the full amount outstanding from either parent;
  - 6.1.2 we can treat any communication, instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you. However, a notice of withdrawal of the Pupil served under this contract must be in writing and signed by each of you as the holders of parental responsibility for the Pupil (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).
- 6.2 You shall co-operate with the School and School staff in good faith, and including in particular by:
- 6.2.1 working in partnership with the School in the best interests of the Pupil;
  - 6.2.2 supporting and promoting the aims and ethos of the School;
  - 6.2.3 supporting the School in maintaining good standards of behaviour and conduct, including co-operation with all reasonable requests that you receive from the School during its investigation of any disciplinary allegations relating to the Pupil or any other pupil who attends or has attended the School;
  - 6.2.4 ensuring that the Pupil attends punctually throughout the published dates of each term and complies with the School Rules concerning the Pupil's appearance;
  - 6.2.5 attending meetings and keeping in touch with the School; and
  - 6.2.6 ensuring that the Pupil, if they are a boarding Pupil, attends all the required events throughout the year.
- 6.3 You will provide the following relevant information and appropriate documentation to the School as soon as possible, both on application for a place and subsequently as such information becomes available:
- 6.3.1 any medical condition, health problem, or allergy that the Pupil has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same;
  - 6.3.2 any factor that makes the Pupil unable to take part fully or at all in games, PE or sporting activities (supported by appropriate medical evidence);
  - 6.3.3 any special educational need(s) or disability that the Pupil has or subsequently develops;
  - 6.3.4 any situations where special arrangements may be needed in relation to the Pupil, including in relation to their education or welfare;
  - 6.3.5 any court order relating to the Pupil's attendance at the School including any court order or undertaking given to a court which may deal with or impact upon in any way: (i) the Pupil's living and/or contact arrangements; (ii) the Pupil's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof);
  - 6.3.6 any change of circumstance or health problems that may be relevant to the way the School looks after the Pupil; and
  - 6.3.7 evidence that the Pupil has received all standard vaccinations as provided by the NHS applicable to the UK and relevant overseas travel.
- 6.4 Failure to disclose the above relevant information in 6.3 may result in the School being unable to provide a suitable environment for the Pupil, and the School may require the Pupil to be withdrawn without refund of fees.
- 6.5 You will bring to the Head's attention as soon as practicable any concerns you have about the Pupil or about the way the School is dealing with the Pupil. Complaints should be made in accordance with the complaints procedure, a copy of which is on the School's website, or is otherwise available from the School at any time upon request.
- 6.6 You will inform the School promptly of any change to your contact details and provide appropriate contact details of a responsible person in the United Kingdom authorised to act on your behalf if you are away from the United Kingdom at any time during a school term.
- 6.7 If you are resident outside the United Kingdom you must appoint an education guardian in the United Kingdom who has been given legal authority to act on your behalf in all respects and to whom the School can apply for authorities when necessary. Detailed requirements in this respect are set out in the annex to this agreement.
- 6.8 The Head must be informed in writing of any reason for the Pupil's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- 6.9 If the School so requires due to a health risk either presented by the Pupil to others or presented to the Pupil by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep the Pupil at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing education to the Pupil remotely during such period (including, for example, by sending you/the Pupil work assignments electronically or by post).
- 6.10 You confirm that the Pupil has the right to enter, live and study in the United Kingdom and if you require the School to sponsor the Pupil as a condition of his/her entry into the United Kingdom, such requirement has previously been notified to the School.
- 6.11 You must:
- 6.11.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or the Pupil that is held by the School; and
  - 6.11.2 inform the School of any change to your or the Pupil's circumstances (including, where applicable, in connection with the Pupil's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or the Pupil that has previously been notified to the School, including relevant contact details.

## 7 Admission, the deposit and progress through the School

### Admission

- 7.1 Pupils will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable registration fee paid. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time of proposed entry (see clause 7.8 regarding particular requirements for admission to the Sixth Form).

### Deposit

- 7.2 Details of current deposit arrangements are set out in these clauses 7.2-7.4 and in the School's tariff. In respect of pupils resident overseas a deposit of approximately one term's fees will be charged.
- 7.3 The deposit is not refundable if a child does not take up a place at the School. The deposit paid on acceptance of a place and will form

part of the general funds of the School until it is credited without interest against the final account raised at the end of the last term during which the Pupil attends the school.

- 7.4 The School is entitled to increase the deposit payable to enter the School at any time. Where the School increases the deposit subsequent to the Pupil joining the School, you shall pay a further sum equivalent to the difference between the deposit already paid and the increased deposit level required. This increase will be shown on the next invoice sent to you by the School and shall be payable in accordance with the terms of this agreement.

### Progress through the school

- 7.5 It is assumed that the Pupil will, subject to conduct and academic attainment, progress through the School from the date of admission and complete the Upper Sixth year. If that is not your intention then a term's notice must be given in accordance with clause 9.1, including at transition stages. Accordingly, if you wish to withdraw the Pupil before entry into the Sixth Form you must give a clear term's written notice of termination or pay a term's fees in lieu of notice.
- 7.6 The Pupil will be expected to meet the appropriate academic standard as determined by the School from time to time measured by test results, internal exam results, class work and external exam results to move through the following stages of the School:
- 7.6.1 from Year 2 into Year 3
  - 7.6.2 from Year 6 into Year 7
  - 7.6.3 from Year 8 into Year 9
  - 7.6.4 from Year 11 into Year 12
  - 7.6.5 from Year 12 into Year 13.
- 7.7 The academic standard required for progression may be amended by the School at the School's sole discretion. Any such amendment will be communicated to you as soon as reasonably possible.
- 7.8 Admission or transfer to the Sixth Form is dependent upon the criteria that the School publishes on its website. The School is entitled to make amendments to these criteria on an annual basis. You are entitled to ask for a copy of the current criteria from the School's Bursar.
- 7.9 If a Pupil in Year 11 meets the criteria in 7.8 he will, save in exceptional circumstances notified by the School, automatically continue into the Sixth Form. You will be advised before the end of the Spring Term in the Pupil's Year 11 of our predictions for GCSE results if we consider that there is a significant doubt that the Pupil will meet those required criteria. Offers to external applicants to the Sixth Form are subject to Clause 7.8 and conditional offers will lapse unless the applicant Pupil's original GCSE or other relevant qualification certification is produced to the school prior to the proposed term of admission. Because GCSE results are made known only shortly before the start of the academic year, it will not be possible to give advance notice of any decision not to allow the Pupil to transfer or to be admitted into the Sixth Form when this is based on academic criteria.

### 8 Fees

- 8.1 Fees fall due for payment by you on the first day of the relevant term. Each term's fees will be included in an invoice sent to you. The fees must be paid in full on or before the first day of the term to which the invoice relates. The accepted payment methods are advised on the relevant fee invoice and are also available on the School website.
- 8.2 If you query any item on the invoice, the balance must be paid. Any part payment will be treated as a payment on account and interest will be payable on any balance due.
- 8.3 Payments by cheque are not considered as monies received until cleared.
- 8.4 If fees are not paid on time we may require you to withdraw the Pupil from the School until they are paid. We will give you three days' written notice of our intention to do this. If fees remain unpaid for a further 28 days the Pupil will be treated as having been permanently withdrawn by you without notice and a term's fees in lieu of notice will then be due in addition to the outstanding fees.
- 8.5 Fees, although payable by equal termly amounts, are calculated on an annual basis. There will be no reduction or waiver of fees as a result of absence due to illness or otherwise. If the Pupil takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home. No reduction of fees will be made for enforced temporary closure of the School or if the start or finish date of a school term is changed.
- 8.6 Charges for extra services or items supplied by the School must be paid in advance where these can be calculated. A clear term's notice must be given if you want to stop any optional provision, otherwise you remain liable for a term's charge in lieu for that optional provision.

- 8.7 If the School terminates this agreement in accordance with clause 9:
- 8.7.1 the deposit will be returned without interest and less any outstanding fees; and
  - 8.7.2 Fees due for the term in which the Pupil leaves remain payable in full.
- 8.8 If you do not make any payment to the School by the due date for payment, we may charge interest to you on the overdue amount at the rate of 2% per month. Unless we tell you otherwise in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the interest together with the overdue amount.
- 8.9 Unless we expressly agree otherwise in writing with you, you will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you including legal fees and costs reasonably incurred by the School on an indemnity basis in connection with the collection of unpaid fees.
- 8.10 Fees are reviewed annually and are subject to increase. We shall try to give at least a term's notice of any increase and will always give you notice of any such increase not later than the final day of the preceding term. If we give less than a full term's notice of an increase greater than 8%, you will be entitled to withdraw the Pupil from the start of the following term without giving a term's notice and will not be liable for fees in lieu of notice provided that we receive your written notice of withdrawal within 21 days of our giving notice of that increase.
- 8.11 Any agreement we may enter into with a third party for the payment of fees does not release you from your liability for those fees and we cannot be required to pursue a claim for fees against a third party.
- 8.12 The School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If the School does agree to do this then the School and those responsible for paying the fees will agree separately in a supplemental written agreement for instalment payments. If you are in breach of any terms of that agreement, that supplemental agreement will automatically terminate and your liability for fees under this agreement (including interest on late payment) will resume.
- 8.13 Each and any scholarship and bursary awarded to any Pupil is subject to published eligibility criteria in the School's Scholarship Policy and Bursary Policy and high standards of behaviour, attendance and work are required. An award may be withdrawn in accordance with the terms upon which such award is made and/or if, in the opinion of the Head, the Pupil no longer merits continuation of the award. The specific terms of a scholarship or bursary are set out in the relevant offer letter to parents.

### 9 Termination of this Agreement

#### Termination by you:

- 9.1 If you wish to withdraw the Pupil from the School, you must give the School at least one clear term's notice in writing or pay to the School one term's fees in lieu of notice. This means that if, for example, you wish to withdraw the Pupil with effect from the start of the autumn term (i.e. at the start of an academic year) then you would need to tell us in writing that you wish to withdraw the Pupil on or before the first day of the preceding summer term.
- 9.2 If you wish to withdraw your acceptance of a place AFTER submitting the Final Confirmation of Entry Form and paying the deposit but BEFORE the Pupil starts at the School you must give us written notice before the first day of the term immediately preceding the term in which the Pupil was due to start. This means that if, for example, the Pupil 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 (i.e. the final term of the previous academic year). If you provide that period of notice, you will lose the deposit but no further fees will be payable. If you do not provide us with such notice, a full term's fees shall be payable by you in lieu of notice and shall become due and owing to the School as a debt.
- 9.3 The School cannot guarantee the availability of places for pupils who wish to switch from boarding to day status or vice versa, and any such switch in status will take place subject to the discretion of the Head. If you wish to make any changes to the boarding/day status of the Pupil's place at the School, for example from a boarding to a day place, or from a full to a weekly boarding place, you shall either give a term's notice or shall pay to the School the difference between the relevant fees in lieu of notice, at such a rate as would have been charged for the final term of provision if a term's notice had been given.
- 9.4 Written notice will only be effective if received and acknowledged in writing by the Head within seven days of receipt. You must contact the School promptly if no such acknowledgement is received. We expect you to consult with the Head before giving notice to withdraw the Pupil.

- 9.5 If the Pupil withdraws from the School, that action will be treated as withdrawal by you.
- 9.6 For the purpose of giving notice terms are deemed to commence on 1st September, 1st January and the first day of the Summer Term as published in the School calendar in each year. Thus, for example, a clear term's notice to take effect on 1st January must be received before 1st September in the previous year.

#### Termination by the School:

- 9.7 The School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid, if:
- 9.7.1 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;
- 9.7.2 the Pupil is expelled from the School;
- 9.7.3 you are required to remove the Pupil from the School, including circumstances where you (as opposed to the Pupil) act in such a way as to give the Head cause to require you to remove the Pupil from the School under Clause 9.7.7 – 9.7.9 of this contract;
- 9.7.4 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or withhold important information from us, about you and/or the Pupil or that is relevant to the provision of education by the School to the Pupil (such as misrepresenting whether by act, omission or withholding of information on your part that you and/or the Pupil is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/the Pupil is not);
- 9.7.5 you fail or refuse to complete and submit to the School a medical questionnaire in respect of the Pupil and/or you fail or refuse to complete and submit a parental absence form;
- 9.7.6 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) are otherwise unable to pay your debts as they fall due;
- (c) are the subject of a bankruptcy petition or order; or
- (d) enter into an individual voluntary arrangement.
- 9.7.7 the Head considers that 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) the Pupil's or other children's progress at the School, and/or is not in accordance with your obligations under this contract;
- 9.7.8 in the Head's reasonable opinion you have behaved unreasonably towards any member of the School staff; or
- 9.7.9 in the Head's reasonable opinion you have, or the Pupil has, acted in a manner that has brought, or is likely to bring, the School into disrepute.
- 9.8 For the avoidance of doubt, this contract shall end at the end of the Pupil's schooling.
- 9.9 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. After this contract ends, you and we will keep any rights we have under general law.

#### 10 Special Educational Needs and Disability

- 10.1 You must inform the School of any situations where any special arrangements may be needed in relation to the Pupil. We shall advise you if we have any concern about the Pupil's progress but we do not undertake to diagnose dyslexia or other conditions.
- 10.2 Any formal assessment or diagnosis that may be required by the School at its sole discretion must be obtained at your expense. If you refuse to permit or pay for any such formal assessment or diagnosis, the Head may require you to remove the Pupil in which case no notice or fees in lieu of notice will be required.
- 10.3 Any additional provision that is required to identify or meet particular needs over and above that which is provided generally for the benefit of pupils, and in particular any one-to-one tuition will, subject to clause 10.5, be charged additionally to the fees. If the School has entered a contract with a third party to make such additional provision, and you withdraw the Pupil from the School midway through an academic year, the School reserves the right to charge you for the cost of that provision up to the earliest date on which the said contract can be terminated after you have given notice of withdrawal.
- 10.4 If the Head reasonably concludes after consultation with you that the School cannot provide adequately for the Pupil's needs, you may be required to remove the Pupil in which case no notice or fees in lieu of notice will be required.
- 10.5 The School will take such steps and make such reasonable adjustments as may be required by law to make provision for any disability that the Pupil may have.

#### 11 Investigation, Temporary exclusion, Removal and Expulsion

- 11.1 The Head is entitled to take all steps that he considers necessary to investigate any behavioural incident or allegation involving the Pupil including:
- 11.1.1 the right to search the Pupil's person in accordance with the legislation and guidance issued by the United Kingdom Government in relation to maintained schools in England at the time of the search;
- 11.1.2 the right to search any property belonging to the pupil, including telephone, tablet and computer devices storing data online and in any other media, or accommodation occupied by, the Pupil;
- 11.1.3 the right to require the Pupil to undergo appropriate tests for drugs and alcohol including the right to require samples for analysis. Any refusal by the Pupil to allow a search to take place or to undergo such tests may be treated as an independent breach of school rules and dealt with accordingly and inferences drawn;
- 11.1.4 during the course of any investigation it may be necessary to take statements from the Pupil without informing you beforehand.
- 11.2 The Head may at any time temporarily exclude the Pupil if in his opinion it is reasonable so to do. Unless circumstances make it impracticable, the Head will consult with you before doing so and will consult with you regarding any extension of the initial temporary exclusion. The Head will review any temporary exclusion that is for an indefinite period every seven days.
- 11.3 In accordance with the accepted practice in independent schools, the Head may in his or her discretion, after consultation with you, require the removal of the Pupil if any of the following circumstances apply:
- 11.3.1 the Head considers that the Pupil's attendance, progress, conduct or behaviour (including behaviour or conduct outside school) is or has been unsatisfactory; or
- 11.3.2 the Head considers that it is not in the School's best interests or those of the Pupil or other pupils that the Pupil remains at the School.
- 11.4 If in the reasonable opinion of the Head and on the balance of probabilities the Pupil has been guilty of gross misconduct, namely a serious breach of school discipline as set out in the School policies or a serious criminal offence, the Head may expel the Pupil. The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion for a lesser offence or for a series of minor offences is justified. All aspects of the Pupil's record at the School may be taken into account.
- 11.5 The Head will not expel or require the removal of the Pupil without consulting you and giving you and the Pupil a reasonable opportunity to know the grounds on which such action is proposed and an opportunity to be heard as to why that action should not be taken. You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this Clause 11 reviewed. Any such review shall be governed by the Complaints Procedure. The procedure will include an opportunity for you to seek a review of the decision by the Chair of Governors. The decision will be effective unless and until the review directs that the Pupil be reinstated.
- 11.6 The Head's consultation with you under this clause 11 may be informal and the requirement to consult will be satisfied if steps have been taken to inform you of the relevant circumstances and you have been given an opportunity to comment. Failure to consult in advance of action by the Head will not invalidate such action if in taking such action you and the Pupil have in substance been dealt with in a fair manner.

#### 12 Boarding

- 12.1 You and the Pupil will comply at all times with any school policy made in relation to boarding.

#### 13 How we may use personal information: references, confidentiality and data protection

- 13.1 The School will comply with data protection legislation and this may constrain the ability of the School to disclose information to you in light of the Pupil's own personal rights relating to data protection.
- 13.2 You consent to our supplying information and a reference in respect of the Pupil to any educational institution which you propose the Pupil may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to the Pupil 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 are, or the Pupil is, alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

13.3 You consent to us (unless you have explicitly informed the School otherwise) making use of information relating to the Pupil (including photographs and video recordings), and (where appropriate) relating to you, whilst he is at the School and after he has left for the purposes of (i) promoting the School to prospective pupils/parents (ii) managing relationships between the School and current pupils/parents, (iii) publicising the School's activities; and 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), the School's website(s) and (where appropriate) the School's social media channels.

13.4 You agree that those persons who have parental responsibility for the Pupil are entitled to receive certain information about the Pupil from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of course to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998 [as amended or superseded]).

13.5 The School will process personal data about you and the Pupil in accordance with the Data Protection Act 1998 (as amended or superseded). You consent to us processing such personal data:

13.5.1 as set out in this Clause 13, and in the School's Data Protection Policy which is available on the School's website as may be amended from time to time;

13.5.2 in order to comply with any court order or legal, regulatory or good practice requirement; and

13.5.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

13.6 The School will respect the confidentiality of the Pupil unless in the opinion of the Head the paramount interests of the Pupil require disclosure. You understand that there may be circumstances in which the School may deem it necessary to share confidential personal data regarding you and/or the Pupil with third parties, for instance for safeguarding reasons, for which consent or notice is not necessarily required.

13.7 You consent to our informing any other school or educational establishment to which you propose to send the Pupil or to which the pupil attends of any outstanding fees or supplemental charges.

## 14 Public Liability and Insurance

14.1 In the absence of its own negligence, the School does not accept responsibility for accidental injury or loss or damage to property on School premises or on School visits. You must make your own insurance arrangements if you require cover for the Pupil or their property while at the School or for the payment of fees due to absence of the Pupil or closure of the School premises.

14.2 Any electrical equipment brought on to the School premises is at the sole discretion of the Pupil's Housemaster/Housemistress and may be subject to electrical tests for which the School may charge you. Use of that equipment is subject to the School's policies.

## 15 School Trips

15.1 School Trips will be charged as extra to the fees but your prior consent will be sought for a trip costing more than £100. Any cost incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be charged additionally. Where a trip is to be run or supervised by a third party that is duly qualified or licensed to conduct the activity in question, the liability of the School will be restricted to matters arising before and after the Pupil is subject to such third party supervision.

## 16 Complaints Procedure

16.1 The School has a complaints procedure which has informal and formal stages. The Head may require that any matter in dispute between you and the School be dealt with under that procedure. You may refer any matter for determination under that procedure and a copy of the procedure is available on the School's website or may be obtained from the Bursar.

## 17 Events outside of our, or your, control

17.1 In this agreement "event outside of our/your control" shall mean any cause beyond a party's 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, snow, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination). In the remainder of this Clause 17 we shall refer to these as an "event".

17.2 If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this agreement, 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).

17.3 If the School is prevented from performance of all of its obligations as a result of an event for a continuous period greater than six months, the School shall notify you of the steps it plans to take to ensure performance of the agreement after such period and you shall then, following receipt of such notice, be entitled to end the agreement on written notice and without giving a term's notice or paying fees in lieu of notice.

17.4 In the event that the Pupil is unable to attend (or is likely not to be able to attend) the School due to reasons of his or her severe ill-health or physical impairment caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:

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

(i) 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 (such that the Pupil can still participate and benefit from the provision of education by the School, including for example participating remotely); and

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

(b) in circumstances where, following the efforts made and steps taken under Clause 17.4 (a), the Pupil is not able to participate and benefit from any level of provision of education by the School then you shall not be responsible for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and

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

## 18 Communications between you and the School

18.1 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.

18.2 Communications (including notices) will be sent by the School to you using the contact details included in our records. You must notify the School of any change of address(es) or other contact details.

18.3 Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:

(i) delivered by hand to the School;

(ii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or

(iii) otherwise sent to the School's address by first or second class post.

18.4 In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that notices are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery. Unless we agree otherwise, you should not provide any of these notices by email.

## 19 Changes in ownership

19.1 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 the undertaking of the School to another person or organisation. We will notify you to let you know if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

## **ANNEXE OF TERMS RELATING TO PUPILS WHOSE PARENTS ARE RESIDENT OUTSIDE THE UNITED KINGDOM**

- 1 At least one responsible person over the age of 25 permanently resident in the UK must be appointed as guardian of the following types of Pupil:
  - 1.1 all pupils under the age of 16 whose parents do not reside in the United Kingdom;
  - 1.2 all pupils over the age of 16 whose parents do not reside in the European Union.
- 2 Guardians appointed under the requirements in paragraph 1 of this Annex must be authorised by the appointing parents to discharge the following responsibilities:-
  - 2.1 to be the point of contact in the UK for the School in place of the parents;
  - 2.2 to make all decisions (including decisions relating to medical care and curriculum choices) in relation to the Pupil that a parent could or should make, including the signing of consent forms as necessary;
  - 2.3 to be the person with whom the School liaises on all matters relating to the Pupil;
  - 2.4 to be the person with whom the Pupil resides when not in school and not with his parents during scheduled holidays, and who will accept the Pupil if the Pupil is for any reason required to be away from School or unable to be in School during term time;
  - 2.5 to be responsible for the welfare of the Pupil when not in school and not with his parents;
  - 2.6 to appoint another responsible person to act temporarily as guardian during absences on holiday or in the event of the guardian being indisposed.
- 3 The School is entitled to assume (and act on the assumption) that any appointment and authority notified to it remains fully in force unless and until the parents notify the School of the appointment of a replacement guardian. A copy of the appointment and of the guardian's acceptance of appointment, together with such evidence as to the guardian's identity and suitability as the School may require, must be supplied to the School.
- 4 The School will consult at all times with the guardian and will act in accordance with the wishes of the guardian. If the School becomes aware of any conflict between the wishes of the parent and the wishes of the guardian, the School will act as it considers to be in the best interests of the Pupil.
- 5 If at any time there is no duly appointed guardian and the parents fail to appoint one within 14 days of being required to do so by the School, the School may by written notice require the parents to remove the Pupil from the School forthwith. In that event, no refund of fees paid will be made and the parents will be liable for a term's fees in lieu of notice as though the parents had withdrawn the Pupil. During any period when there is no appointed guardian the parents will have total responsibility for the Pupil's welfare other than when the pupil is in school, and the School accepts no responsibility for anything that may happen out of school. However, in an emergency, if there is no guardian and parents cannot be contacted the School will act in the best interests of the Pupil.
- 6 It is the responsibility of the parents to satisfy themselves as to the suitability and availability of a prospective guardian. The School does not advise on or endorse any appointment but, if in the School's reasonable discretion, the appointed guardian does not discharge his or her functions in the best interests of the Pupil, the School may take such steps as may be reasonable to safeguard the Pupil. If the parents experience difficulty in securing a suitable guardian, they should approach AEGIS (The Association for the Education and Guardianship of International Students) to appoint a person through an organisation duly accredited by AEGIS.
- 7 If the Pupil requires a visa to study in the United Kingdom it is the parent's responsibility to notify the School, to supply the School with the necessary documentation in order for the School to issue a Confirmation of Acceptance for Studies (CAS), to organise the application of the appropriate visa (and any renewals), and any other documentation that is a specific requirement. The appropriate visa must be obtained and a copy provided to the School prior to the Pupil leaving their home country and before the Pupil takes up the place. You must immediately notify the School of any changes to a visa occurring at any time after a Pupil has been accepted at the School.

In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's system for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or the Pupil's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration (UKVI) unit of the Home Office.

Failure to meet the conditions of the Pupil's visa may result in the School withdrawing sponsorship of the Pupil. Failure to obtain a visa will not be treated as a frustrating event and does not obviate the requirement to give a full term's notice or pay a term's fees in lieu of notice.
- 8 If required by the Head, Pupils who are not resident in the UK must attend, and you must meet the cost of, an induction course at Felsted prior to their admission to the School.

