PATTISON
NURSERY + SCHOOL + ACADEMY

ACCEPTANCE FORM

***IMPORTANT* – Before signing this Acceptance Form you should read (i) the terms and conditions attached to this Acceptance Form and (ii) the Code of Conduct and Positive Behaviour Policy, including the School Rules. You should draw the School Rules to the attention of your child.**

We hereby accept the offer of a place at the School for [_____] with effect _____(date) and enclose a cheque / have arranged a direct bank transfer for £50 deposit.

We acknowledge receipt of a copy of the current Code of Conduct and Positive Behaviour Policy, including the School Rules and agree that we and our child shall observe and be bound by them.

By signing this Acceptance Form we confirm that:

(a) all holders of parental responsibility[1] for the child named above have signed this Acceptance Form and that no one else holds parental responsibility for him or her;

(b) we, as holders of parental responsibility for the child named above, live together / separately[2] at the address(es) shown below and we agree to notify the School immediately of any change of address or our family circumstances;

(c) if applicable, we are not (either jointly or individually) in arrears on the payment of any fees or charges owing to our child's current (or previous) school or educational establishment;

(d) unless otherwise notified to the School in writing before signing this Acceptance Form:

(i) there are no court orders in place in respect of the care or living arrangements of our child or the payment of fees for his/her education; and

(ii) any information or circumstances about or relating to us and/or our child that has previously been notified to the School (including on the School's registration form or otherwise as part of the School's registration and admissions process) is and remains complete and accurate as at the date when we sign this Acceptance Form.

[1] Under education law, a parent in relation to a child includes: (i) the child's parent; (ii) any person who is not the child's parent but who has parental responsibility for them; and/or (iii) any person who has care of the child. **Parental responsibility** is defined in the Children Act 1989 as "*all the rights, duties, powers and responsibilities and authority which by law **a parent** of a child has in relation to the child and his or her property*". It equates to legal responsibility for the child. The child's mother automatically has parental responsibility for her child from birth. A father usually has parental responsibility if he's either: (a) married to the child's mother; or (b) listed on the birth certificate (after a certain date, depending on which part of the UK the child was born in). You can apply for parental responsibility if you don't automatically have it (for example in cases of adoption). If you have any doubts about whether you do or do not have parental responsibility for the child you may wish to seek legal advice. Further information is also available here: https://www.gov.uk/parental-rights-responsibilities/who-has-parental-responsibility

[2] Delete as applicable

IMPORTANT – ***when you complete, sign and submit this Acceptance Form and pay the deposit, you and the School enter into a legally binding contract, upon the School's terms and conditions.***

If you subsequently change your mind and decide to withdraw your child before he or she takes up their place, you may lose your deposit and be responsible for paying us fees in lieu of notice – see Clause 3 of the terms and conditions for more information about this.

Signed by:	**Signed by:**
…… (*signature*)	…… (*signature*)
…… (*print name*)	…… (*print name*)
…… (*date*)	…… (*date*)
…… (*relationship to child*)	…… (*relationship to child*)
ϒ *Tick here to confirm this signatory has parental responsibility for the child*	ϒ *Tick here to confirm this signatory has parental responsibility for the child.*
…… …… …… (*address*)	…… …… …… (*address*)

PLEASE NOTE:

Each person with parental responsibility for the child is required to sign this Acceptance Form. The School is entitled to treat any instruction, authority, request or prohibition received from one signatory as having been given on behalf of all signatories and therefore on behalf of all those with parental responsibility for the child.

An exception to this is with regard to a notice of withdrawal of the child from the School – such notice must be signed by all those with parental responsibility for the child. (See Clause 9.9 of the terms and conditions.)

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***IMPORTANT* – Before signing this Acceptance Form you should read (i) the *terms and conditions* attached to this Acceptance Form and (ii) the *Code of Conduct and Positive Behaviour Policy, including the School Rules.* You should draw the School Rules to the attention of your child.**

We hereby accept the offer of a place at the School for [_____] with effect _____(date) and enclose a cheque / have arranged a direct bank transfer for £50 deposit.

We acknowledge receipt of a copy of the current Code of Conduct and Positive Behaviour Policy, including the School Rules and agree that we and our child shall observe and be bound by them.

By signing this Acceptance Form we confirm that:

(a) all holders of parental responsibility[3] for the child named above have signed this Acceptance Form and that no one else holds parental responsibility for him or her;

(b) we, as holders of parental responsibility for the child named above, live together / separately[4] at the address(es) shown below and we agree to notify the School immediately of any change of address or our family circumstances;

(c) if applicable, we are not (either jointly or individually) in arrears on the payment of any fees or charges owing to our child's current (or previous) school or educational establishment;

(d) unless otherwise notified to the School in writing before signing this Acceptance Form:

(iii) there are no court orders in place in respect of the care or living arrangements of our child or the payment of fees for his/her education; and

(iv) any information or circumstances about or relating to us and/or our child that has previously been notified to the School (including on the School's registration form or otherwise as part of the School's registration and admissions process) is and remains complete and accurate as at the date when we sign this Acceptance Form.

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PLEASE NOTE:

Each person with parental responsibility for the child is required to sign this Acceptance Form. The School is entitled to treat any instruction, authority, request or prohibition received from one signatory as having been given on behalf of all signatories and therefore on behalf of all those with parental responsibility for the child.

An exception to this is with regard to a notice of withdrawal of the child from the School – such notice must be signed by all those with parental responsibility for the child. (See Clause 9.9 of the terms and conditions.)

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

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

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

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

1. Definitions

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

"**Acceptance Form**" means the form provided by the School for parents to complete when accepting a place for their child at the School;

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

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

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

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

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

"**Head**" means the person appointed by the Blenheim Schools to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated;

"**Schedule of Fees**" means the 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 School at any time upon request;

"**School Rules**" means the body of rules of the School 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 then current version of the rules is provided to each child on entry and is sent to parents with the Acceptance Form.

"**term**" means a term of the School 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[5];

"**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 1.2 below; and

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

1.2 *Who we are*. We are **Pattison College Ltd** a company registered in England and Wales. Our company registration number is 11947624 and our registered office is Atria, Spa Road, Bolton, England, BL1 4AG.

1.3 *Our contract with you*. The **Acceptance Form**, the **Schedule of Fees**, the **Code of Conduct and Positive Behaviour Policy, including 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

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

2.2 *The non-refundable status of the deposit*. **The deposit is not refundable if your child does not take up their place at the School**. The limited exception to this is where notice is given in accordance with Clause 3.1 below.

2.3 *How we use the deposit*. The deposit will be refundable after the pupil has left and all outstanding fees have been settled. If the deposit refund is not claimed within 12 months of the pupil leaving it will be deemed to be donated to the school.

[5] So if, for example, a term's notice is required to withdraw your child from an extra-curricular activity with effect from the start of the *summer* term (which is the term to which the notice relates) then **a term's notice** means you need to tell us in writing about the withdrawal, at the latest, on the first day of the *spring* term immediately before.

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

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

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

3.1 *Notice to withdraw your acceptance of a place before your child joins the School*. **If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice**. This means that if, for example, your child is due to start at the School in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding summer term (ie, the final term of the previous academic year) or pay the fees in lieu referred to above.

3.2 *If we receive a term's notice*. **If you provide a term's notice, you will lose the deposit (subject to repayment under Clause 2.2 above if the specific vacancy created by your child's withdrawal is actually filled by the School) but no further fees will be payable**.

3.3 *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 upon demand 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 or any entitlement to repayment under Clause 2.2 above) to the payment of the term's fees you will owe us.**

4. School Fees, Supplemental Charges and Payment

4.1 *What the fees include*. Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of educating your child.

4.2 *What the fees do not include: supplemental charges*. We refer to any items charged to you in addition to the fees as **supplemental charges**. By way of example, any extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination fees shall be charged as supplemental charges. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees.

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

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

4.4 *Who is responsible for ensuring payment*. **Each of you who has signed the Acceptance Form 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**. Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid 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 4.4 immediately below.

4.5 *How one person can remove him/herself from their payment responsibility and circumstances where the School may agree to accept payment from any other person*[6]. A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice but that person **must** obtain the prior written consent of both the School and the other person who has signed the Acceptance Form. Otherwise, each of you remains liable to the School for all of the fees and supplemental charges due in accordance with Clause 4.3 above 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 supplemental charges.

4.6 *How bursary and scholarship awards are treated*. If your child has been awarded a scholarship or bursary, your responsibility will be to pay for the amount 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 (and/or your behaviour or conduct (or the behaviour or conduct of one of you)) 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 scholarship or bursary your child is withdrawn 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.

[6] Ie, a person who has not signed the Acceptance Form and is not a party to this contract

4.7 *How the fees are charged and payment requirements*. Unless agreed otherwise, **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**. 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 Clause 4.4 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 by direct debit 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 schedule of instalments relating to the fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's fees.

4.8 *Payment of supplemental charges*. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will either be invoiced separately (we will send the invoice to you before the start of the next term) or included in the School's fees invoice. **All such supplemental charges must be paid in full by direct bank transfer on or before the first day of the next term unless a separate invoice issued to you requires payment before the end of the current term**.

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

4.9 *Non-payment of fees: refusal to attend school*. **We may refuse to allow your child to attend the School or withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time**.

4.10 *Non-payment of supplemental charges: refusal to participate in the relevant activity*. **We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid**.

4.11 *We can charge interest if you pay late*. If you do not make any payment to the School by the due date for payment (see Clauses 4.6 and 4.7 above) we may charge interest to you on the overdue amount at the rate of 8 per cent a year 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**.

4.12 *We can recover our costs for recovering late or non-payments*. 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 reasonable legal costs, ie costs that would be allowable by the courts if judgment was made in the School's favour).

4.13 *We can notify other educational institutions of your outstanding payments*. **We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges**.

PLEASE READ THIS NEXT SECTION CAREFULLY *- it sets our right to increase the fees during the course of your child's time at the School.*

4.14 *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 end of the penultimate 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 5.1 below.**

4.15 *Fees and supplemental charges will not be reduced due to your child's absence*. Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise. 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.

4.16 *Information on your identity and the source of funds*. From time to time we may ask you to provide us with information, that we consider to be satisfactory, so that we can verify:

4.16.1 your identity;

4.16.2 your child's identity;

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

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

4.16.5 the legitimate source of funds you are using to pay the fees; and

4.16.6 information provided to us as part of, or in connection with, an application for (or our grant of) a [bursary/scholarship] award.

You must provide the School with the information we ask for.

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

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

*Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given – we refer to the relevant sum as "**fees in lieu of notice**".*

5. Notice Requirements

5.1 *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 which is at the end of Year 11), you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given**. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2.2 above) to the payment of any such fees in lieu of notice. 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) or pay the fees in lieu referred to above.

5.2 *When the relevant amount in lieu of notice must be paid*. In cases under 5.1 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand.

5.3 *Notice to withdraw your child from participating in an activity covered by a supplemental charge*. If you wish to withdraw your child from an activity charged for as supplemental, 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.

5.4 *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 supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term**.

6. School Rules

6.1 *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 must ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the School Rules).

6.2 *We may undertake drugs testing of your child*. **The School may undertake drugs testing of pupils in accordance with its drugs policy**. The drugs policy has been adopted for disciplinary purposes, and with the aim of safeguarding the health and safety of all pupils.

6.3 *Monitoring your child's email communications, internet use, and use of social media*. **The School may, subject to applicable data protection legislation, monitor your child's email communication, internet 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 for the School to do so (or indeed necessary) 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

7.1 *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) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.

7.2 *Where you can find examples of offences punishable by suspension or expulsion*. The Code of Conduct and Positive Behaviour Policy, including 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 is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.

7.3 *The Head's discretion to require you to remove your child from the School*. Instead of expulsion or suspension, the Head may in his or her discretion require you to remove your child from the School if the Head considers that:

7.3.1 **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract; or

7.3.2 your child's attendance or progress at the School is unsatisfactory and, 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 supplemental charges for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.

7.3.3 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

7.3.4 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.

7.4 What happens if your child is suspended, excluded or removed from the School.

7.4.1 Should the Head exercise his or her right under either Clause 7.1 or Clause 7.3 above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded 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 his or her discretion under Clause 7.3.2 then the deposit will be credited in the usual way (see Clause 2.3).

7.4.2 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 supplemental charges that have been prepaid for or relating to any term after the expulsion/required removal will be refunded.

7.5 *Impact of exclusion or required removal on this contract.* This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.

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

8. The School's Obligations

8.1 *The period of your child's schooling*. Subject to these terms and conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of

his or her secondary schooling, ie to the end of Year 11. However, the School shall not be obliged to permit your child to enter the Senior School unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. **However, except where the School agrees otherwise in writing and even where the School has imposed conditions on entry into the senior school, if you wish to withdraw your child prior to entering the Senior School, Clause 5.1 applies and you will either need to give us a term's written notice or pay us a term's fees in lieu of notice.**]

8.2 *The scope of our duty to exercise reasonable skill and care for your child's education and welfare*. While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the direct supervision of a member of School staff**.

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

8.4 *What happens if your child needs urgent medical attention*.

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

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

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

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

8.5 *Our right to make changes at the School*. 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 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)).

8.6 *We will give you notice of significant changes*. We will give you notice of any 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 5.1 above.

8.7 *Monitoring your child's progress at the School*. *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.

8.8 *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

9.1 *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.

9.2 *Examples of the co-operation and assistance we require*. You must co-operate with the School and School staff in good faith, including by:

9.2.1 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;

9.2.2 encouraging your child in his or her studies, giving appropriate support at home, and ensuring your child attends school;

9.2.3 keeping the School up-to-date and informed about matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges, any changes to their immigration status, and information relating to your child's health or special educational needs or medical conditions);

9.2.4 ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (which may include information relating to your child's health or special educational needs or medical conditions), or changes to any of them, are not withheld and are shared in a timely and transparent manner;

9.2.5 engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and

9.2.6 attending meetings and keeping in touch with the School where your child's interests so require.

9.3 *You must notify us of your child's health/medical conditions or special educational needs*. **It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child.** You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has 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. **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 14.1.2 below**.

9.4 *Circumstances where we may require you to keep your child away from School*. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

9.5 *You must notify us of any special arrangements needed for your child*. You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare, 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.

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

9.7 *We require you to nominate a 'responsible adult' for us to contact in your absence*. It is a condition of your child's joining and remaining at the School that you complete and submit to the School a parental absence form for your child. Amongst other things this form will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child including where the School is not able to contact you.

9.8 *We are entitled to expect that parents have consulted with each other regarding decisions relating to your child*. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below, you (and each of you) accept that the School is entitled to treat:

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

9.8.2 any communication from the School to one of you as having been given to both of you.

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

9.9 *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 (ie, under any of Clauses 3.1, 4.5, 4.13 or 5.1) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).**

9.10 *You must notify us of your child's absence from School*. The School must be informed as soon as possible in writing of any reason for your child's absence from School. You can do this by emailing office@pattisons.co.uk Wherever possible the School's prior consent should be sought for absence from the School.

9.11 *Parents must notify us if they will be absent for a period of time*. If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

9.12 *Raising concerns with the School and making formal complaints*. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints 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

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.

PLEASE READ THIS NEXT SECTION CAREFULLY – *Although there will be circumstances when it is appropriate to seek parental consent, data protection and privacy rights belong to the individual. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves and sometimes, but not always, the law may require that the decision of the child is more important than that of the parent.*

In most cases, it will not in fact be necessary or practical for us to obtain consent for every use we make of personal data of you or your child. The law recognises this but also requires that we set out clearly what these uses are as far as possible. Please also see our 'Privacy Notice' which is available on the School's website.

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

11.1 *We may provide a reference for your child*. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your

child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you 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.

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

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

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

In respect of sub-clause 11.2.2, this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

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

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

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

11.4 *We will send information (eg, school reports) about your child to both of you as a matter of course*. Those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School will therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).

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

11.5.1 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;

11.5.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

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

12. Intellectual Property Rights

Recognising these rights. We shall 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 the undertaking of the School 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. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling which is at the end of Year 11)*.

14. Ending this Contract

14.1 *Our rights to end the contract*. In addition to the School's right to terminate 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 paid to you, if:

14.1.1 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;

14.1.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that 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 condition, special educational needs, disability or allergies);

14.1.3 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;

14.1.4 you fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to enter, live and study in the United Kingdom, or the source of funds you are using to pay the fees, as required under Clause 4.15;

14.1.5 you (or either of you):

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

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

(c) are the subject of a bankruptcy petition or order; or

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

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

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

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

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

14.3 *When this contract will end if not terminated early*. For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling (at the end of Year 11).

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

15. Events outside of our, or your, control

15.1 *What we mean by an "event outside of our/your control"*. We mean any event beyond either your or our reasonable control including, 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. In the remainder of this Clause 15 we shall refer to these as an "**event**".

15.2 *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 shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

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

15.4 *What happens if your child is affected by an event outside of **your** control*. Subject to Clause 4.14, 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 shall give the School notice in writing of such circumstances and the following provisions shall apply:

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

15.4.2 in circumstances where, following the efforts made and steps taken under 15.4.1 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

15.4.3 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 giving a term's notice or paying a term's fees in lieu of notice.

16. Communications between you and the School

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

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

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

16.3.1 sent by email to the School using this email address: ***office@pattisons.co.uk***;

16.3.2 delivered by hand to the School;

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

16.3.4 otherwise sent to the School's address by first or second class post.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4.5, 4.13, 5.1 or 5.3 of these terms and conditions[7] you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 5 days (during a school holiday period) after sending the notice.

[7] ie, those provisions dealing with **withdrawing** your child from the School or otherwise changing your child's place at the School or the activities that your child is undertaking at the School

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

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

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

18. Changes to these Terms and Conditions

Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.