

Gloria Filiorum Patres

Each day, discovery.



ELTHAM COLLEGE

**Parent Contract**

**Terms and Conditions**

Last updated March 2023

# Terms and Conditions

## 1. Definitions

- a) In these terms and conditions and in the Acceptance Form to which these terms and conditions are attached some words and phrases have particular meanings and have to be defined. Such defined terms are set out 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;

"the Complaints Procedure" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. It does not form part of the contract between you and the School. A copy of the procedure is available on the website or from the School at any time upon request;

"deposit" means the sum referred to as such in the Acceptance Form;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"Fees in Advance (FIA) Terms and Conditions" means the supplemental terms and conditions relating to the School's fees in advance scheme;

"Head" means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"Schedule of Fees" means the note of the School's prevailing fees notified to you from time to time and a copy of which remains available at any time upon request;

"School Rules" (including those set out in the Eltham Constitution) means the 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 Eltham Constitution is provided to each child on entry and is sent to parents with the letter offering a place at the School and parents will be given notice of subsequent amendments to the rules;

"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 preceding the term to which the notice relates;

"terms and conditions" means these terms and conditions as amended from time to time;

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below or its duly authorised representative (as the context requires); and

"you" or the "parents" means each person who has signed the Acceptance Form as a parent of the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form (and "your" shall be construed accordingly).

Use of the word "including" shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

- b) The Acceptance Form, the Schedule of Fees, the School Rules (including the Eltham Constitution) and these terms and conditions (as in each case may be varied from time to time) form the terms of a contract (the "contract") between you and Eltham College, which includes the Senior School and the Junior School, acting by the Governing Body as now or in the future. We are Eltham College, a company registered in England and Wales. Our company registration number is 03245525 and our registered office is at Eltham College, Grove Park Road, London SE9 4QF. We are a registered charity with charity number 1058438. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

## **2. Acceptance and Deposit**

- a) 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. The School operates an equal opportunities policy.
- b) Subject to clause 2(c) an offer of a place for your child at the School is accepted by your submitting the duly completed Acceptance Form and paying the relevant deposit as notified to you.
- c) If your child has been in the Junior School and is offered a place in the Senior School, the offer shall be accepted by you submitting the duly completed Acceptance Form. The Junior School deposit you previously paid will become the Senior School deposit.
- d) The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.
- e) The deposit is not refundable if your child does not take up a place at the School after acceptance unless:
  - i. your child has been in the Junior School and you give written notice on or before 31 January of the year in which your child is to enter the Senior School that notwithstanding your earlier acceptance of the offer, your child will not be joining the Senior School; or
  - ii. after accepting the place offered to your child (who has not previously been in the Junior School) you give written notice within fourteen (14) days of the date that the acceptance deposit is paid that your child will no longer be joining the School.

- f) If a refund of the deposit is due in accordance with clause 2(e) the School shall refund the deposit to you less its costs in administering your dealings with the School (or a reasonable estimate of those costs). The refund (net of any final sundry charges) will be made to the bank account from which the last set of fees were collected.
- g) If your child does not join the School and no written notice of withdrawal has been received by the School or written notice is given but not received by the School until after the first day of term immediately preceding the term in which your child was due to start, a term's fees will be payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term when your child was due to start. Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you. The deposit will be credited (without interest) to the term's fees due less the costs of administering your dealings with the School or a reasonable estimate of those costs. You hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees or in respect of any unpaid fees or other sums due and outstanding to the School in respect of a sibling. Cases of serious illness or genuine hardship may receive special consideration on written request.

### 3. School Fees

- a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as may otherwise be outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.
- b) Any co-curricular activities (such as trips and visits) in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. School lunches and use of the School transport service are supplemental to the fees. In addition (and by way of further example), all public examination charges shall be charged as supplemental to the fees. 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. Any damage done by your child, other than fair wear and tear, may be separately invoiced and must be paid supplemental to fees. Damage done which is not attributable to a specific individual may be charged to an identifiable group if in the reasonable belief of the Head they were collectively responsible.
- c)
  - i. Each of you who has signed the Acceptance Form is liable for the whole of the fees due and any and all supplemental charges. And, each of you remains liable to the School for the whole of the fees and supplemental charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges (or any part of them).
  - ii. A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice AND PROVIDED THAT they have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form before

submitting such notice.

- iii. If your child has been awarded a scholarship/bursary, your liability will be 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 or behaviour no longer merits the continuation of the award, but 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, for academic reasons, an award may be withdrawn from your child, you shall 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.
- d) Each term's fees accrue separately and the fees payable in respect of each term fall due on the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School may have agreed separately shall pay the fees under Clause 3(c)(i) above). The fees must either be settled termly in advance, or the total annual fee settled by ten (10) monthly instalments commencing on 1 August each year. Fees will be collected by direct debit.
- e) Any and all supplemental charges for extra-curricular activities for each term (and for other charges that were agreed during the previous term) will be invoiced separately and sent to you before the start of the next term. All such supplemental charges will be collected by direct debit before the first day of the then forthcoming term.
- f)
  - i. We reserve the right to refuse to allow your child to attend the School, to participate in activities for which a supplemental charge applies, to withhold any references and/or withdraw sponsorship of your child's Tier 4/student visa (if applicable) while fees and/or supplemental charges remain unpaid or there is a persistent default in relation to the payment of fees and/or supplemental charges. We may also refuse to allow your child to sit the relevant public examination(s) while applicable supplemental charges for that activity or examination(s) remain unpaid.
  - ii. We may make an interest charge of 3 per cent per annum above the base rate for the time being of the School's bank on any late payments. Unless otherwise notified to you 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 judgment. You must pay the School the interest together with the overdue amount. We may make an additional administrative charge for repeated late payments.
  - iii. You shall pay to or reimburse the School on demand for all costs and liabilities incurred by the School in relation to:

- a. the recovery of any sums payable by the parents to the School whether under this agreement or otherwise; and/or
  - b. any default or delay by the parents in performing any of their obligations under this agreement or otherwise.
  - c. such costs and liabilities to be payable on a full indemnity basis including, without limitation, the costs of any proceedings and including all professional fees which for the avoidance of doubt shall also be payable on a full indemnity basis, save for legal fees which shall be payable on a solicitor and own client basis.
- iv. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.
- g) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you prior to the end of the penultimate term before the increase is to take effect.
  - h) Fees and any prepaid supplemental charges will not normally be reduced 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 or supplemental charges will be made in respect of such periods spent at home.
  - i) Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (where you have made a lump sum payment in respect of all or part of the fees due under this contract) the school will administer such funds to meet the fees pursuant to the FIA Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the school under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. For the avoidance of doubt, supplemental charges will be invoiced termly in accordance with Clause 3(e) and the School will provide an annual statement of account in respect of the fees before the start of each school year. Any difference in fees shall be payable in accordance with the terms of this contract.
  - j) From time to time, we may ask you to provide us with information that we consider to be satisfactory so that we can verify:
    - your identity and/or place of residence;
    - your child's identity;
    - your child's right to enter, live and study in the United Kingdom; and
    - the source of funds you are using to pay the fees.

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

#### **4. Notice Requirements**

- a) If you wish to withdraw your child from the School (other than at the normal leaving date), you shall either give a term's written notice to that effect, such notice to be addressed to and actually received by the Head, or shall 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. Notice will not be deemed to have been received until acknowledged by the Head.

- b) In cases under (a) above, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.
- c) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a half-term's notice to that effect or shall pay to the School as a debt a half-term's charges for the activity in which your child has ceased to participate.
- d) 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.

## **5. School Rules (the Eltham Constitution)**

- a) It is a condition of remaining at the School that your child complies with the School Rules, which are set out in the "Eltham Constitution". In addition, you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as may be issued by the School from time to time (if not already included within the Eltham Constitution).
- b) The School may undertake drugs testing of pupils in accordance with its Drugs Policy and as referenced in the Eltham Constitution. The Drugs Policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication, social media and internet use. The School may need to do this for various legitimate purposes including for the purpose of ensuring compliance with the Eltham Constitution, and where appropriate or necessary in connection with the School's legal and/or other duties and responsibilities or good practice requirements.
- d) A complaint or rumour of misconduct will be investigated. Your child may be questioned and his or her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect your child's human rights and freedoms and to ensure that you are informed as soon as possible after it becomes clear that your child may face formal disciplinary action, and also to make arrangements for your child to be accompanied and assisted by you or a teacher of your child's choice.
- e) Investigation of a complaint which could lead to expulsion, removal or withdrawal of your child in any of the circumstances outlined in Clause 6 below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify you so that you may attend a meeting with

the Head before a decision is taken in such a case. In the event of your absence, your child will be assisted by an adult (usually a teacher) of his or her choice.

## **6. Suspension, Exclusion and Required Removal**

- a) The Head may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head reasonably 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.
- b) The Head may in his or her discretion require you to remove your child from the School if the Head reasonably considers that:
  - i. 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 well-being 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
  - ii. your child's attendance or progress 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.
- c) Should the Head exercise his or her right under either Clause 6(a) or Clause 6(b)(i) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and, in such instances pursuant to those Clauses where your child is excluded or you are required to remove your child from the School, the deposit will be forfeited. If your child is excluded from the School, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the expulsion will be refunded. If you are required to remove your child from the School as a result of the Head exercising his or her discretion under Clause 6(b)(ii) then 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. Such refund will be made to the bank account from which the last set of fees were collected.
- d) Parents may be required, during or at the end of a term, to remove the pupil, without refund of fees, temporarily or permanently from the School if, after consultation with a parent, the Head is of the opinion that: the conduct or progress of the pupil has been unsatisfactory, or if the pupil, in the judgement of the Head, is unwilling or unable to profit from the educational opportunities offered (or a parent has treated the School or members of its staff unreasonably), if the Head is reasonably satisfied that the pupil's conduct (whether on or off school premises or in or out of term time) has been prejudicial to good order or school discipline or to the reputation of the School and in any such case removal is considered to be warranted. The Head will act fairly and in accordance with



the procedures of natural justice.

- e) A child who has been withdrawn, excluded, suspended, or removed from the School has no right to enter School premises without the written permission of the Head. Provided you have paid the School's final invoice, this contract will terminate with immediate effect if your child is withdrawn, excluded, suspended, or removed from the school.

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

- a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her preparatory schooling. Subject to achieving an acceptable standard of academic progress and an appropriate recommendation from the Head in charge of the Junior School, a pupil will normally pass into the Senior School. 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. The School may similarly make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and entry to the Sixth Form is conditional upon the results of such examinations.
- b) While your child remains a pupil of the School, we undertake to 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.
- c) In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate, including in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- d) If your child requires urgent medical attention while under the School's care we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be 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 you object to blood transfusions).
- e) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. 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 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), and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current

version. We will give parents notice of any changes that we regard as significant to your child 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 to take effect, then you have sufficient time to provide the required term's notice of withdrawal under Clause 4(a) above.

- f) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress. Your child will be screened for learning difficulties during the first term at the School and at key stages thereafter. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or the pupil is falling behind with studies. A formal assessment can be arranged either by you or by the School at your expense. Our staff are not qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties.
- g) Whilst the School recognises that pupils may have different religious backgrounds or no personal faith, religious observance at the School shall be conducted in accordance with the founding principles of the school and all pupils are expected to attend religious services.
- h) In order to fulfil our obligations, we, the Head and School staff need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- i) We will enter your child's name for an examination if the Head is satisfied that doing so is in the best interests of your child. Information supplied to you concerning the progress and character of your child and about examinations, further education, career prospects and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- j) The School welcomes staff and pupils from all ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.
- k) Your child, if of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold his or her consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both parents. If a conflict of interest arises between the parent and the child, the rights of, and duties owed to, the child will in most cases take precedence over the rights of, and duties owed to, the parents.

## 8. The Parents' Obligations

- a) In addition to your other obligations included elsewhere in these terms and conditions (including in the remainder of this [Clause 8](#)), you undertake to co-operate with the School and School staff in good faith, and including in particular by:
- i. maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this contract);
  - ii. encouraging your child in his or her studies, and giving appropriate support at home;
  - iii. keeping the School up-to-date and informed of matters which affect (or may affect) your child (including circumstances which arise at any time that affect (or may affect) your ability to pay the fees and supplemental charges for your child) and ensure that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
  - iv. providing cooperation and assistance to the School so that your child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and
  - v. attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- b) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School (and provide, whether upon further request by the School or otherwise, any reports or other materials relevant to the same) of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. 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 undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. Where it is considered appropriate in such circumstances we shall endeavour 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).
- c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child. You also undertake to 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 that somehow relates to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child, including any which may deal with or impact upon in any way:
- i. your child's living and/or contact arrangements;
  - ii. your child's education, welfare and/or upbringing; and/or

- iii. the payment of fees and/or 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).

It is also a condition of your child's joining the School that, where required, you complete and submit to the School a parental absence form in respect of your child which, amongst other things, will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the School is not able to contact you.

- d) 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, subject only to Clause 8(e) below, you (and each of you) accept that the School is entitled to treat:
  - i. any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
  - ii. any communication from the School to one of you as having been given to both of you.
- e) A notice of withdrawal of your child served under this contract (i.e. under any of Clauses 2(e), 3(c)(ii), 3(g), or 4(a)) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).
- f) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School. If at any time during your child's time at the School you (and each of you as the holders of parental responsibility for your child) will not be in the United Kingdom at any time or you (or either of you) will otherwise be absent for a period of longer than a twenty-four-hour period then you must inform the School in writing and provide the details reasonably required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- g) 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 supervision of a member of the School staff. Whilst pupils, other than those in the sixth form, are not permitted to leave the School premises without the permission of a member of staff, the School is nevertheless not able to prevent your child leaving School premises and is not legally entitled to do so in the case of a child aged 16+ or 18+.
- h) If you have cause for concern as to a matter of safety, care, discipline, quality of education, or progress of your child you must inform the School without delay. Complaints should be brought to

the Head's attention without delay.

- i) You consent to your child travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- j) A variety of School visits will be provided for your child including residential and non-residential visits within or outside the United Kingdom. By signing the Acceptance Form or agreeing to be bound by these terms and conditions you consent to your child's participation in any School visits. School visits which:
  - i. require overseas travel; or
  - ii. involve an overnight stay; or
  - iii. occur during a weekend of School holiday; or
  - iv. involve some element of high risk or adventure activity,

will be the subject of a separate agreement with parents. Your child is subject to the requirement for good discipline in all respects whilst engaged in a School visit. Additional costs of special measures necessary to protect your child's safety and welfare, or to respond to breaches of discipline, may be added to the bill. We reserve the right to prevent your child taking part in an educational visit while overdue fees remain unpaid.

## **9. Insurance**

- a) You must make your own insurance arrangements if you require cover for your child's person or property while at School or for the payment of fees due to absence of your child or closure of the School premises.
- b) Your child is responsible for the security and safe use of all property and is responsible for ensuring that all such property is clearly marked with the owner's name. Your child may not bring any item of equipment on to School premises which runs off mains electricity without the prior written permission of the Head.

## **10. References, Confidentiality and Data Protection**

- a) We may provide information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be treated as confidential regardless of whether such a marking is included on the document. 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 liable for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

- b) We will need to use information relating to your child and to you, for certain purposes connected with the running of the school. This will include names, 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:
- i. 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
  - ii. assessing eligibility for bursarial support
  - iii. promoting the School to prospective pupils/parents;
  - iv. publicising the School's activities;
  - v. maintaining the School's historical archives and
  - vi. communicating with the School community and the body of former pupils.

In respect of (iii) (iv), (v) and (vi), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium), the School's website(s) and (where appropriate) the School's social media channels.

- c) You undertake to:
- i. confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) you and/or your child that is held by the School; and
  - ii. in any event, 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 (or relating to) you or your child that has previously been notified to the School, including relevant contact details. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system, you consent to us notifying and/or supplying information relating to you and/or your child'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 (and to do so notwithstanding whether we actually sponsor your child or not).
- d) You acknowledge and agree that any persons who have parental responsibility for your child are entitled to receive relevant information about the child 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 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 the Data Protection Act 2018 as amended or superseded).
- e) The School will process personal data about you and your child in accordance with data protection law, including the Data Protection Act 2018 (as amended or superseded, including from May 2018

the General Data Protection Regulation) and other related legislation. We will process such personal data:

- i. as set out in this clause 10, and in the School's 'Data Privacy Notice' which is available on the Schools website and by request, as may be amended from time to time;
- ii. in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- iii. to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

f) In order to comply with our responsibilities as a licensed student sponsor for immigration purposes, we may need to provide information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor your child or not). Such information may include information about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated).

## **11. Intellectual Property Rights**

The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of your child in conjunction with any member of staff of the School and/or other pupils at the School for a purpose associated with the School. Any use of any such intellectual property rights by a child is subject to the terms of a licence to be agreed prior to the use between the child, child's parents and the School. The School will allow your child's role in creation/development of the intellectual property rights to be acknowledged.

## **12. Changes in Ownership etc.**

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

## **13. Cancellation**

- a) The School shall be entitled to cancel this contract by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this contract or any similar agreement with the School (including for the avoidance of doubt persistent late or non-payment of fees and/or supplemental charges) and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen (14) days of a notice from the School requiring it to be remedied.

For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this contract:

- i. failure to pay any fees or supplemental charges on time on more than one occasion;
  - ii. you (as opposed to your child) acting in such a way as to give the Head cause to require you to remove your child from the School under Clause 6(b)(i) of this contract;
  - iii. any other circumstance where your child is excluded from the School in accordance with the terms of this contract (including pursuant to the School Rules including as set out in the Eltham Constitution);
  - iv. a serious misrepresentation of facts or circumstances or withholding of information 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/they are not); and
  - v. failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.
- b)
- i. The School may at any time cancel this contract forthwith by notice in writing (without prejudice to any of its other remedies) if you (or either of you): are unable, following our reasonable request, to demonstrate that you will be able to pay the fees and supplemental charges as they fall due under this contract; are otherwise unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; or enter into an individual voluntary arrangement.
  - ii. You may at any time cancel this contract forthwith by notice in writing (without prejudice to any of your other remedies) if the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- c) For the avoidance of doubt, and without us having to provide you with notice, this contract shall end on the settlement of your final invoice or at the end of your child's schooling, whichever is later. This may be at the end of Year 11 if your child does not meet any requirements imposed under Clause 7(a) for entry to the Sixth Form.

#### **14. Force Majeure (i.e. circumstances beyond our control)**

- a) In this contract "force majeure" 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, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
- b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this contract, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its



obligations as are prevented or delayed during the continuance of the force majeure. To the extent reasonably practicable in the circumstances the School shall endeavour during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

- c) If the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater 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 cancel this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- d) Subject to Clause 3(h), if your child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:
  - i. you shall, in consultation and cooperation with the School, use all reasonable endeavours to: mitigate the effect of the force majeure in order to continue to perform the obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
  - ii. in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and
  - iii. in the event of the force majeure continuing 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.

## **15. Communications**

- a) All notices required to be given under these terms and conditions must be given in writing.
- b) 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 undertake to notify the School of any change of address(es) or other contact details.
- c) 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.

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 you may wish to serve under any of Clauses 2(e), 3(c)(ii), 3(g), 4(a), 4(b) or 4(c) of these terms and conditions are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.

## 16. Interpretation

- a) Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.
- b) Care has been taken to use plain language in these terms and conditions and to explain the reason for any of the terms that may appear one-sided. If any word/s, along or in combination, infringe the *Unfair Terms in Consumer Contracts Regulations 1999* or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- c) The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

## 17. Variations

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.

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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. 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.