ELTHAM COLLEGE
FAMILY OF SCHOOLS

Parent Contract

Terms and Conditions

Effective from 1 August 2026

Last updated March 2026

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Eltham College, Eltham College Junior School and Blackheath Prep are part of the Eltham College Family of Schools, a Charity and Private Company Limited by Guarantee. Company No. 03245525. Registered address: Eltham College, Grove Park Road, London SE9 4QF. Registered charity number 1058438.

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 anything in these terms is unclear or you would like to have further explained to you, then please contact:

Senior School:	headmaster@eltham-college.org.uk
Junior School:	juniors@eltham-college.org.uk
Blackheath Prep:	info@blackheathprep.co.uk

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 under;

"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 each School, including anyone to whom such duties have been duly delegated;

“CEO and Headmaster of the Eltham College Family of Schools” refers to the Headmaster of the Eltham College Senior School and line manager of the Head of other Schools within the Eltham

College Family of Schools;

"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” means any school within the Eltham College Family of Schools;

"School Rules" 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. School rules will be contained in a number of documents, including the “Eltham Constitution” for pupils at Eltham College Senior School. A copy of the then relevant version of policies and documents containing School Rules are provided to each child, where applicable, on entry and are available to parents via the School websites;

"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 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 Eltham College Senior School, Eltham College Junior School and Blackheath Prep, 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.

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

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 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 or Blackheath Prep and is offered a place in the Senior School, the offer shall be accepted by you upon submission of the duly completed Acceptance Form and payment of the deposit. The Junior School deposit you previously paid will become the Senior School deposit.

d) Where an offer of a place for your child to enter Eltham College is accepted and your child has attended Blackheath Prep, you shall pay a further sum equivalent to the difference between the deposit already paid and the deposit payable for Eltham College to accept the place.

e) The deposit will form part of the general funds of the School. Upon your child's leaving, your final invoice will be raised in the summer term (i.e., the final term of the previous academic year), showing any unbilled items and the credit relating to the deposit you paid upon acceptance.

f) The deposit is not refundable if your child does not take up a place at the School after acceptance unless 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.

g) If a refund of the deposit is due in accordance with clause 2(e) the School shall refund the deposit to you <u>less</u> 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.

h) 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.

i) If you wish to cancel your acceptance of a place and terminate this contract BEFORE your child starts at the School you must <u>either:</u>

    a. give the School a term's notice to that effect; <u>or</u>
    b. 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 cancel your acceptance of their place on or before the first day of the preceding summer term (i.e., the final term of the previous academic year) or pay the fees in lieu referred to above.

j) If you provide a term's notice of your wish to cancel your acceptance of a place, you will lose the deposit, but no further fees will be payable by you.

k) 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 by you and shall become due and owing to the School upon demand 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. You will also lose the deposit.

l) For the avoidance of doubt, if the offer of a place is made within a term of the child's proposed entry to the School, you may cancel and terminate this contract by notifying the School in writing at any time before entry but you shall pay one term's fees at the rate payable for the proposed term of entry payable as a debt.

3. School Fees

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

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 for Eltham College Senior and Junior Schools. 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 to the extent it is lawful to do so. 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 and must ensure payment of 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). In practice this means that if fees or supplemental charges have not been paid to the School then, in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.

ii. A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice 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. Otherwise, each of you remains liable to the School for all of the fees and supplemental charges due in accordance with Clause 3(c)(i) above UNLESS AND UNTIL the School (without obligation to do so) 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.

iii. An agreement with a third party to pay the fees or any other sum due to the School does not release you from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express written release has been given in writing by the Bursar. The School reserves the right to refuse a payment from a third party.

iv. If we are required to pay all or part of any sum received against fees to a third party, you shall indemnify us against all losses, expenses (including legal expenses) and interest suffered or incurred by us.

v. 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 with immediate effect if, in the opinion of the Head, your child's attendance, progress or behaviour (and/or your behaviour or conduct) fails to meet the requirements set out in relevant School Rules and policies. 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 you withdraw your child 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). Fees must be paid either (i) in full on or before the first day of the relevant term to which the invoice relates, or (ii) through a payment method approved by the School from time to time, which may include payment via a third-party finance provider. Where the School reasonably considers it necessary for the efficient arrangement of instalment arrangements the School reserves the right, on reasonable notice being of no less than one term, to determine or change the payment methods by which fees may be paid, including requiring, where fees are paid

by instalments, that such payments are made through a third-party finance provider and may withdraw on reasonable notice alternative instalment arrangements. Where a third-party finance provider is used the parent or payer will enter into a separate agreement with that provider and the School shall have no responsibility for the terms of that agreement. Fees remain payable to the School in full and on time irrespective of whether a parent or payer has applied for, is awaiting approval of, or is participating in a third-party finance plan. In the absence of a third-party finance arrangement being in place, the School may, at its discretion, agree in writing that the total annual fee can be paid by you in up to ten (10) monthly instalments. Fees will be collected by direct debit. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds or where it has reason to believe that it may be unlawful to accept the payment.

e) Any agreement by the School to accept payment of current and/or past and/or future fees by instalments is concessionary and will be subject to separate agreement(s) between you and the School and may be withdrawn or varied by the School on reasonable notice. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued to you by the School (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

f) Any and all supplemental charges for extra-curricular activities for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be set out in an invoice. All such supplemental charges must be paid by direct debit on or before the first day of the then forthcoming term.

   i. Any sum paid that is less than the fees due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance of fees.

   ii. 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 where it is lawful to do so. We may also refuse to allow your child to sit the relevant public examination(s) while applicable fees and supplemental charges for that activity or examination(s) remain unpaid. If the child is excluded for a period of 28 days or more in such circumstances, they will be deemed withdrawn without the requisite notice and a term's fees in lieu of notice will be payable in accordance with Section 4.

   iii. 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 obtained against you. You must pay the School the interest together with the overdue amount. We may make an additional

administrative charge for repeated late payments.

iv. You shall pay to or reimburse the School on demand for all reasonable costs incurred by the School in relation to the recovery of any sums payable by you to the School whether under this contract or otherwise.

v. You acknowledge that we may make enquiries of the child's previous schools for confirmation that all sums due and owing to such schools have been paid. You consent to us informing any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges owed to the School.

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 usually 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 or waived as a result of absence due to illness or otherwise, where vacation is extended, and/or if the School is temporarily closed due to adverse weather conditions or other safety related or good reasons, or for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship. 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(f) 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 necessary so that we can perform identity checks and verify the source of funds, including:

- your identity and/or place of residence;
- the identity of any other person who is paying fees;
- your child's identity;
- your child's right to enter, live and study in the United Kingdom; and
- the source of funds being used to pay the fees.

You agree to provide the School with all information and documentation we reasonably ask for under this clause.

k) All of the fees and supplemental charges are exclusive of VAT or any other taxes that may be applicable. In the event the fees and/supplemental charges are subject to VAT or any other taxes, the School shall render a tax invoice and you shall be obliged to pay the tax in addition to the fees/supplemental charges.

l) Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. The School shall be entitled to appropriate a payment made in respect of one child to the unpaid account of any other child of yours at the School.

4. Notice Requirements

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.*

a) If you wish to withdraw your child from the School other than at the normal leaving date being the conclusion of Year 13 at Eltham College Senior School or Year 6 at Blackheath Prep (other than where a place has been accepted at the Eltham College Senior School), you shall either give a term's written notice to that effect, such notice to be addressed to 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. The School will credit the deposit you have paid (without interest or any entitlement to repayment) to the payment of any such fees in lieu of notice.

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

a) The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the child is at issue. You accept that the School's Rules may be subject

to change at short notice, if in the opinion of the Head it is deemed appropriate to do so in the circumstances prevailing at the time.

b) It is a condition of remaining at the School that your child complies with the School Rules. 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 School Rules).

c) For Eltham College Senior School pupils, the School may undertake drugs testing of your child in accordance with its Drugs Policy and as referenced in the School Rules. The Drugs Policy has been adopted with the aim of safeguarding the health and safety of all pupils.

d) You authorise the Head to override your own and (so far as they are entitled to do so) the child's rights to confidentiality, and to impart confidential information on a need to know basis where necessary to safeguard or promote the child's welfare or to avert a perceived risk of serious harm to the child or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the child may have. The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication, social media use and internet/WIFI use, to review use of your child's mobile telephone, laptop or similar device and to view files and photographs stored on these devices. The School may need to do this for various legitimate purposes including for the purpose of ensuring compliance with the School Rules, and where appropriate or necessary in connection with the School's legal and/or other duties and responsibilities or good practice requirements.

e) You accept the authority of the Head and of other members of staff on the Head's behalf to carry out searches of your child's bags, locker(s) and other property (including requiring your child to allow their mobile telephone (or similar device) to be viewed), to carry out investigations, and take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the child and/or any pupil and/or the School community as a whole, to secure the orderly running of the School and where a pupil's conduct has brought the School into disrepute or might have done so. Failure to allow the School to search property or view material on a mobile telephone, laptop or similar device may be considered a disciplinary matter in itself.

f) 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. You will be informed of any searches for prohibited items and that the child may face formal disciplinary sanctions, unless the School is prevented from doing so. If considered necessary, the School may make arrangements for legal representation for the child to be funded at your expense. If, under the School's disciplinary policy, a disciplinary meeting with the Head is required before a decision is taken, the School will make reasonable efforts 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.

g) Except as required by law, the School and its staff shall not be required to divulge to you or to others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head (or his / her nominated representative) has acquired during an investigation.

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 (whether on or off school premises or in or out of term time) is unsatisfactory, been prejudicial to good order and school discipline, or otherwise undermines the reputation of the School, and the suspension or exclusion is in the School's best interests or those of your child or other children. Please see the relevant policies on the School Websites for further details on the School's policies on acceptable behaviour, sanctions and support and when they will apply. The relevant School policies will include examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Head may for example decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.

b) Parents may be required, during or at the end of a term, to remove the pupil, without refund of the applicable fees, temporarily or permanently from the School if, after consultation with a parent, the Head is of the opinion that the 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.

c) The Head may in his or her absolute discretion require you to remove your child from the School with immediate effect if the Head considers that:

i. <u>your</u> 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 any member of the School community; 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. there has been a loss of trust and confidence in the relationship between the School and the family which is undermining the ability of the School to educate your child effectively or where the operation of the school is being undermined as a result of this breakdown in an effective relationship between the School and the family;

iii. your child's attendance or progress fails to meet the requirements set out in the relevant School policy.

d) Should the Head exercise his or her right under either Clause 6(a) , Clause 6(c)(i) or Clause 6(c)(ii) 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)(iii) 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.

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.

f) You are entitled to have any decisions taken by the School under this Clause 6 reviewed. Any such review shall be governed by the School's Complaints Procedure.

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 schooling. For Blackheath Prep pupils, this means the end of Year 6, unless they have been offered and accepted a place at Eltham College Senior School. For Eltham College Senior School pupils, this means the end of Year 13, subject to clause 7 (e). For pupils at Eltham College Junior School this means the end of Year 13, subject to clauses 7 (b-e).

b) Junior School students move to the Senior School without the need for further examination, subject only to achieving an acceptable standard of academic progression and an appropriate recommendation from the Head in charge of the Junior School.

c) For a Junior School pupil to retain their transfer offer to the Senior School, and for a Blackheath Prep pupil who has applied and been offered a place at the Eltham College Senior School through the Priority Place scheme, you must not apply to any other schools following completion of the acceptance form and paying any relevant deposit. If we receive such notice or become aware in any other way that you are exploring alternative schools, your child's transfer offer from the Junior School or Priority Place offer from Blackheath Prep will be rescinded and you will need to apply through the 11+ open access process for your child to be considered for a place in the Senior School.

d) For the avoidance of doubt, you acknowledge that if your child is a pupil at Eltham College Junior School or Blackheath Prep, 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, the process set out at clause 7(b) for Junior School pupils, or by entrance test for Blackheath Prep students.

e) 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. Except where the School agrees otherwise in writing and even where the School has imposed conditions on entry into the Sixth Form, if you wish to withdraw your child prior to entering the Sixth Form, clause 3(c)(i) 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.

f) 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. 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 permitted School activity or otherwise under the direct supervision of a member of School staff.

g) 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).

h) Unless you notify us in writing 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. In agreeing to this contract (if your child is at Eltham College Senior School or Eltham College Junior School) you also agree to terms in relation to the management of sports injuries, details of which are provided via the School's website.

i) A variety of educational visits will be provided for the child. You will be provided with relevant information in advance of educational visits and, unless you specifically notify the School in writing that you do not wish the child to take part in a specific educational visit, by signing the Acceptance Form or agreeing to be bound by these terms and conditions, you consent to the child taking part in all educational visits. These include off-site activities; visits (including overnight or residential stays) which may take place during the weekends or School holidays; non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the School day; and adventure activities which may take place at any time. You agree that your child shall be subject to School discipline in all respects whilst engaged in an educational visit.

j) The School will inform you in advance of any additional supplemental fees associated with an educational visit, including those referred to in clause 7i) above. The cost of such a visit may be payable in advance and may also be subject to a separate agreement. All supplemental fees

(relating to, for example, medical costs, taxis, or professional advice) incurred to protect the child's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the child from taking part in an educational visit while overdue fees remain unpaid or where it is not deemed appropriate for them to take part for reasons of discipline or safety.

k) If your child requires urgent medical attention while under the School's care we will if practicable attempt to obtain your prior consent or the consent of a second emergency contact. However, should we be unable to contact you or a second emergency contact 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 in writing that you object to blood transfusions).

l) Our website describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspect of the School, including the curriculum or the manner of providing education for 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. We will endeavour to 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 should 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.

m) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any material concern about your child's progress. Your child may be screened for learning difficulties. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable. The relevant Learning Support policies available on the School websites outline the support we are able to provide for pupils with specific learning needs or disabilities. You may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for any special educational needs your child may have.

n) For children attending Eltham College Senior School and Eltham College Junior School only, whilst the Schools recognise that pupils may have different religious backgrounds or no personal faith, religious observance at the Schools shall be conducted in accordance with the founding principles of the Schools and all pupils are expected to attend religious services.

o) The child will receive health and life skills education including relationships and/or sex education appropriate to his/her age in accordance with the Relationship and Sex Education Policy / Relationship and Health Education Policy.

p) 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.

q) 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 have some limitations 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.

r) 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) The Head needs to be aware of any matters that are relevant to the child's safety and security. Accordingly you must notify the Head in writing immediately of any family circumstances, court proceedings or court orders or situations of risk in relation to the child for whom any special safety precautions may be needed. The Head may exclude you from School premises if, acting in a proper

manner, he/she considers such exclusion to be in the best interests of the child or any other member of the School community.

c) It is a condition of your child's joining the School that you complete and submit to the School a Medical Information and Consent Form 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 known health or medical condition or allergy affecting the child, any history of a learning difficulty on the part of the child, any special educational need(s), disability or any behavioural, emotional and/or social difficulty that your child has or subsequently develops, whether long-term or short-term, including any infections.

d) If the School so requires due to a 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 temporarily and not permit him/her to return to the School until such time as the 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).

e) 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, there are any family circumstances or court proceedings which might affect the child's welfare or happiness or if 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).

f) It is also a condition of your child's joining the School that, where required because of parental absence, you complete and submit to the School a parental absence form in respect of your child which, amongst other things, will nominate an 'educational guardian' 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. Either you or your child's educational guardian must make holiday arrangements, including travel to and from the School, in advance. You are responsible in each case for making suitable arrangements to appoint an education guardian. You will, immediately on appointment, provide us with up to date contact details for your child's appointed educational guardian and shall immediately notify us of any changes to those details. You will upon request provide such further information to us as we reasonably require to satisfy ourselves that the proposed appointment

and/or arrangements are suitable. Failure to provide such information upon request may constitute unreasonable behaviour.

g) 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, unless there is clear evidence to the contrary. Accordingly, 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.

h) A notice of cancellation or withdrawal of your child served under this contract 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 and/or otherwise consented in writing to the cancellation or withdrawal).

i) 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 of the person who will have care of your child for the period of your absence.

j) 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+.

k) 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.

l) Complaints should be brought to the School's attention without delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is available on the School's website.

m) 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.

n) 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. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

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 electronic device on to School premises unless it is expressly permitted by the School's Acceptable Use of IT policy (or other relevant policies). Any exceptions must be agreed in advance and in writing with the School.

10. References, Confidentiality and Data Protection

PLEASE READ THIS NEXT SECTION CAREFULLY - *Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own.*

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

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 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 may obtain and use information relating to your child (including names, contact details, school records, photographs and audio-visual recordings (including recordings of lessons), whilst your child is at the School. You can find further information on how we use such personal data in our Privacy Notice available on our website.

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.

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 and/or privacy law).

e) 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.

The School, as any other, is likely to undergo a number of changes during the period of this contract. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and procedures, the disciplinary framework, and the length of School Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. We may transfer our rights and obligations under this contract to another person or organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

13. Cancellation

a) In addition to where this contract is terminated automatically as a result of an exclusion or required removal under clause 6, 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:

i. you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
ii. you (as opposed to your child) act in such a way as to give the Head cause to require you to remove your child from the School under Clause 6(c)(i) of this contract;
iii. your child is excluded from the School in accordance with the terms of this contract (including pursuant to the School Rules);
iv. you (or either of you) make a serious misrepresentation of facts or circumstances or withhold 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 whether by act, omission or withholding of information on your part:
    1. 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; or
    2. the source of funds you are using to pay the fees);
v. you fail or refuse to complete and submit to the School a Medical Information and Consent Form in respect of your child;
vi. the School is required to close, other than temporarily, for any reason;
vii. you (or either of you):
    1. are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
    2. are declared a designated person under the laws of the United Kingdom;
    3. are otherwise unable to pay your debts as they fall due;
    4. are the subject of a bankruptcy petition or order; and/or
    5. enter into an individual voluntary arrangement; or
viii. you are otherwise in material breach of any of your obligations under this contract or any similar agreement with the School 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.

b) The School may also terminate the contract:
   i. on one Term's notice in writing sent by ordinary post. The School will not terminate this contract without good cause and full consultation with you and also the child (if of sufficient maturity and understanding); or
   ii. on reasonable notice, if in the professional opinion of the Head, the School is unable to provide all or a significant proportion of the educational services to the child.

c) You may at any time cancel this contract forthwith by notice in writing (without prejudice to any of your other remedies) if:
   i. you have a legal right to end the contract because of something we have done wrong; or
   ii. the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

d) If both our offer for a place at the School and your acceptance of such offer are made entirely via post or electronic communication you will have the right to cancel this contract within 14 days from the date of the invoice for the deposit. This cancellation period will not apply to contracts which are concluded on-premises at the School during an in-person meeting between you and an authorised member of the School.

e) 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.

f) Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

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 our/your performance of any of our/your obligations under this contract, the affected part (the "Affected Party**"**) shall forthwith give the other notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the Affected Party has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the Affected Party 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

Affected Party shall endeavour during the continuance of the force majeure to mitigate the effect of the force majeure on its performance of its obligations under this contract (which, in the School's case, may if appropriate include by providing appropriate educational services remotely).

c) If the Affected Party 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 Affected Party shall notify the other of the steps it plans to take to ensure performance of the contract after such period and the party who has received such notification shall then be entitled to cancel this contract on written notice to the other party (and, in the case of a parent, without giving a term's notice or paying fees in lieu of notice).

15. Communications

a) All notices required to be given under these terms and conditions must, unless the School agrees otherwise, 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. sent by email to the School using the following address:
   Senior School: headmaster@eltham-college.org.uk
   Junior School: juniors@eltham-college.org.uk
   Blackheath Prep: info@blackheathprep.co.uk
ii. delivered by hand to the School;
iii. sent to the School by special delivery or other form of registered post requiring a signature upon receipt as proof of delivery; or
iv. 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 these terms and conditions are sent to the School by special or other form of registered post requiring a signature upon receipt as proof of delivery.

d) We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's website and / or promotional literature or in statements made by staff or pupils during a visit or an open day. If you intend to take account of the information provided to you when deciding whether to enter into this contract, you should seek specific confirmation from the *Head* that the information is accurate before returning a completed acceptance form to the School.

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.

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.