

COTHILL TRUST LIMITED

TERMS AND CONDITIONS

MOWDEN HALL SCHOOL

What these terms cover. These are the terms and conditions on which the Trust provides educational services at the School.

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 we will provide educational services. If there is anything in these terms that is unclear or you would like to have further explained to you, please contact the Fees Manager (fees@cothilltrust.org) to discuss.

1. Definitions

(a) In these terms and conditions some words and phrases have particular meanings. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

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

"**child**" means a child of whatever age admitted by the School to be educated;

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

"**contract**" has the meaning given in [Clause 1\(c\)](#) below;

"**deposit**" means the amount set out and referred to as the confirmation of entry deposit in the Acceptance Form (and that is separately set out in the School's Fees List);

"**Early Years Entitlement Supplemental Terms and Conditions**" means the terms and conditions of the supplemental agreement between parents and the Trust which relate to the free early years entitlement;

"**fees**" means the termly fees set out in the Fees List;

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

"**FIA Agreement**" means the terms of a separate composition agreement with the Trust which relate to a capital payment made by you in respect of all or part of the fees due under this contract;

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

"**Code of Conduct**" means the body of rules and regulations of the School as set out in the Code of Conduct 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 current version of the Code of Conduct is provided to each child on entry and is sent to parents with the Acceptance Form. Parents will be notified of subsequent changes 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 addressed to and actually received by the Head personally and given not later than the first day of the term *before* the term to which the notice relates;

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

"Third Party Agreement" means the terms and conditions of a Trust approved third party scheme, which relate to payment of fees monthly in advance. Further details of the approved scheme is available from the Trust's Fees Manager;

"we" or the **"Trust"** means the legal entity identified in Clause 1(b) below;

"School" means the educational institution governed and administered by the Trust and referred to in the Acceptance Form as Mowden Hall School; and

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

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words **"for example"**, **"includes"** or **"including"**. When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

- (b) Who we are. We are Cothill Trust Limited a charitable company registered in England and Wales. Our company registration number is 961616 and our registered office is at 7 Cothill, Abingdon, Oxon, England OX13 6JN. Our registered charity number is 309639.
- (c) Our contract with you. The Acceptance Form, the letter of offer, the Fees List and these terms and conditions (as in each case may be varied from time to time) form the terms of an agreement (the **"contract"**) between you and the Trust. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.
- (d) What does not form part of the contract. The prospectus, information booklets and website do not form part of the contract with the Trust. If you wish to place specific reliance on a matter contained in the School or Trust prospectus, website, or a statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting you should seek written confirmation of that matter before you sign the Acceptance Form.

2. Acceptance and Deposit

- (a) How you accept our offer of a place. An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.
- (b) The non-refundable status of the deposit. The deposit is **not refundable** if your child does not take up a place at the School. The limited exception to this is where the School actually fills the specific vacancy created by your child's withdrawal, in which case the Trust shall refund the deposit to you **less** its costs in administering your dealings with the School or a reasonable estimate of those costs.
- (c) How we use the deposit. The deposit will form part of the general funds of the Trust until it is credited without interest to the final payment of the fees or other sums due to the Trust on your child's leaving the School.

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

- (a) The period of notice required. If you wish to withdraw your acceptance of a place **before** your child starts at the School you **must** give the Head written notice before the first day of the term immediately preceding the term in which your child was due to start.
- (b) If you provide that period of notice. If you provide the period of notice required by Clause 3(a) above, you will lose the deposit (subject to repayment under Clause 2(b) above if the resulting vacancy is actually filled by the School) but no further fees will be payable.
- (c) If you do not provide that period of notice. If you do not provide the notice required by Clause 3(a) above (or if no notice is provided at all) fees in lieu of notice will be payable by you and will become due and owing to the Trust as a debt. The fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The Trust will credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.

4. School Fees, Supplemental Charges and Payment

- (a) What the fees include. The fees include all the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, which are included in the fees unless otherwise notified to you by the School at any time (either in the Fees List or otherwise).
- (b) What the fees do not include: supplemental charges. We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the Trust in addition to the fees) as **supplemental charges**. By way of example, additional hours care and any extra-curricular activities (such as private music lessons, activities and overseas trips) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. 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 subject always to the School complying with its obligations under the Equality Act 2010.
- (c) (i) Who is responsible for ensuring payment. Every person who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the Trust. This is because our contract applies to each of you together and each of you on your own. Each of you remains liable to the Trust for all of the fees and supplemental charges due **unless and until** the Trust 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. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the Trust are paid. In practice this means that if fees or supplemental charges have not been paid to the Trust then in order to recover the outstanding payments, the Trust can seek payment of the full amount outstanding from either parent.
- (ii) How can one person remove themselves from their payment responsibility. A person who has signed the Acceptance Form may withdraw from this contract with the Trust by submitting a term's notice but that person **must** obtain the prior written consent of **both** the Trust and the other person who has signed the Acceptance Form.
- (iii) How bursary awards are treated. If your child has been awarded a bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School.
- (iv) How nursery education grants are treated. Where you are eligible to receive free early years funding, this will be subject to a separate agreement between you and the Trust. Where you have entered into such an arrangement incorporating the Early Years Entitlement Supplemental Terms and Conditions the Trust will administer the early years funding to meet the fees pursuant to the Early Years Entitlement Supplemental Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the Trust under the Early Years Entitlement Supplemental Terms and Conditions and the total fees and supplemental charges due in respect of your child under this contract. For the avoidance of doubt, the Trust will provide a termly statement of account in respect of the fees and supplemental charges and the difference shall be payable in accordance with the terms of this contract.
- (v) How childcare vouchers are treated. The Trust may in their absolute discretion accept childcare vouchers in full or partial settlement of qualifying fees provided that you meet the difference between the fees following the eligible childcare deduction and the total fees and supplemental charges due in respect of your child under this contract. Please contact the Fees Manager for further information including what amounts to qualifying fees.
- (vi) How United Kingdom forces discounts are treated. Where you are eligible to receive a discount on fees, the discount will be applied as follows to the fees due under this contract:
- (a) 20 % discount where you are a serving member of the United Kingdom forces in receipt of a boarding continuity of education allowance;

If you have been awarded discount on fees, your responsibility will be to pay for the amount of fees due after taking account of that discount. For further information on eligibility for these discounts please contact the Fees Manager.

(d) How the fees are charged and payment requirements. All fees are payable in advance so that the services which the School provides under this contract shall have been paid for prior to the provision of those services. The fees are payable by you:

- (i) on or before the first day of the term to which the invoice relates by direct bank transfer; or
- (ii) in accordance with the terms of a Third Party Agreement where you have elected to pay fees on a monthly basis; or
- (iii) under the terms of the FIA Agreement. Where you and the Trust have entered into such an arrangement incorporating the FIA Agreement Terms and Conditions the Trust will administer such capital sum to meet the fees pursuant to the FIA Agreement Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the Trust under the FIA Agreement Terms and Conditions and the total fees and supplemental charges due in respect of your child under this contract. For the avoidance of doubt, the Trust will provide a termly statement of account in respect of the fees and supplemental charges and the difference shall be payable in accordance with the terms of this contract.

All fees will be included in an invoice sent to you (or such other person(s) the Trust may have agreed separately shall pay the fees under Clause 4(c)(i) above). We may not allow your child to attend the School if you do not pay on time.

(e) Payment of supplemental charges. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the Trust's fees invoice. All such supplemental charges must be paid in full by direct bank transfer on or before the first day of the then forthcoming term.

(f) (i) Non-payment of fees and/or supplemental charges: refusal to attend school. We may refuse to allow your child to attend the School or to withhold any references while fees and/or supplemental charges remain unpaid or there is a persistent failure by you to pay the fees and/or supplemental charges on time. Where your child is excluded for more than 28 days for non-payment of fees they will be deemed withdrawn without notice meaning that fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question.

(ii) Non-payment of supplemental charges: refusal to participate in the relevant activity. We may refuse to allow your child to participate in the relevant extra-curricular activity while the applicable supplemental charge for that activity remains unpaid.

(iii) We can charge interest if you pay late. If you do not make any payment to the Trust by the due date for payment (see Clauses 4(d) and 4(e) above) we may charge interest to you on the overdue amount at the rate of 2 per cent a month. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the Trust the interest together with the overdue amount.

(iv) We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs being costs that would be allowable by the courts if judgment was made in the Trust's favour).

(v) We can notify other educational institutions of your outstanding fees and charges. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

(g) Our ability to increase the fees. We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the Head under Clause 5(a) below.

- (h) Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.

5. Notice Requirements

- (a) Notice to withdraw your child from the School. If you wish to withdraw your child from the School (other than the normal leaving date), you must either give the Head a clear term's written notice to that effect or pay to the Trust a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. *This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (i.e. at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (i.e. the final term of the preceding academic year).*
- (b) Notice to change your child's place at the School. If you wish to change your child's place at the School from a boarding to a day place, or from a termly to a weekly boarding place, you must either give a term's notice or shall pay to the Trust the difference between the boarding or termly boarding and the day or weekly boarding 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.
- (c) When the relevant amount in lieu of notice must be paid. In cases under (a) or (b) above, the appropriate sum in lieu of notice will become payable by you to us as a debt on the first day of the term which would have been the final term of provision if the required notice had been given.
- (d) Notice to withdraw your child from participating in an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you must either give a term's notice to that effect or pay to the Trust as a debt a term's charges for the activity in which your child has ceased to participate.
- (e) Withdrawal part-way through a term does not reduce the amount you owe to the School. The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

6. Code of Conduct

- (a) Compliance with the Code of Conduct. It is a condition of remaining at the School that you and your child comply with the Code of Conduct. In addition, you promise to ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the Code of Conduct]).
- (b) We may undertake drugs testing of your child. The School may undertake drugs testing of pupils in accordance with any drugs policy in force from time to time. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) Monitoring your child's email communications, internet use, and use of social media. The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media. The School may do this for various reasons, including ensuring compliance with the Code of Conduct or where it is appropriate for the School to do so (or indeed necessary) in connection with our legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7. Suspension, Exclusion and Required Removal

- (a) The Head's discretion to suspend or exclude your child from the School. The Head may in their discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.
- (b) Where you can find examples of offences punishable by suspension or expulsion. The Code of Conduct set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.

- (c) *The Head's discretion to require you to remove your child from the School.* Instead of expulsion or suspension, the Head may in their discretion require you to remove your child from the School if the Head 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 wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract where we have cancelled this contract under Clause 14 below;
 - (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. If this happens, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.
- (d) *What happens if your child is suspended, excluded or removed from the School.*
- (i) Should the Head exercise their right under either Clause 7(a) or Clause 7(c) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded or suspended and (save in the case of suspension) the deposit will be forfeited meaning that the Trust will retain the deposit. If you are required to remove your child from the School as a result of the Head exercising their discretion under Clause 7(c)(ii) then the deposit will be credited in the usual way (see Clause 2(c)).
 - (ii) If your child is excluded or you are required to remove your child from the School, fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any period following the expulsion/required removal will be refunded.
- (e) *Impact of exclusion or required removal on this contract.* Provided you have paid the Trust's final invoice, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.
- (f) *Your right to have disciplinary matters or decisions reviewed.* You are entitled to have any disciplinary matters or decisions taken by the School and/or Head under this Clause 7 reviewed. Any such review shall be governed by the Complaints Procedure.

8. The School's Obligations

- (a) *The period of your child's schooling.* Subject to these terms and conditions, the Trust will accept your child as a pupil of the School from the time of joining the School until the end of his or her preparatory schooling.
- (b) *The scope of our duty to exercise reasonable skill and care for your child's education and welfare.* While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of school staff.
- (c) *Consent to participation in contact sports and similar activities.* Unless you notify the School to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (d) *What happens if your child needs urgent medical attention.* If your child requires urgent medical attention while under the School's care, the School will if practicable try to obtain your prior consent. However, if it is not practicable to contact you the School will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).
- (e) *Our right to make changes at the School.* The School prospectus describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the Trust is required to close the School premises)).

- (f) *We will give you notice of significant changes.* We will endeavour to give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required notice of withdrawal to the Head under Clause 5(a) above.
- (g) *Monitoring your child's progress at the School.* The School will monitor your child's progress at the School and produce regular written reports. The School will advise you if they have any concern about your child's progress but do not undertake to diagnose dyslexia or other conditions. A formal assessment can be arranged either by you or by the School at your expense.
- (h) *When we may ask you to withdraw your child.* You may be asked to withdraw your child, without being charged fees in lieu of notice if, in the professional judgement of the Head and after consultation with you and with your child (where appropriate), the School is unable to provide adequately for your child's needs. This will be subject always to the School meeting its obligations under the Equality Act 2010.

9. The Parents' Obligations

- (a) *We require your co-operation.* In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the School, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- (b) *Examples of the co-operation and assistance we require.* You must co-operate with us, the School and School staff in good faith, including by:
 - (i) maintaining a constructive relationship with us and School staff (including where the Trust 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 us and 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);
 - (iv) ensuring that all details or other information notified or otherwise disclosed to us and 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;
 - (v) providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education (including where the School may wish/need to provide such education remotely); and
 - (vi) attending meetings and keeping in touch with the School where your child's interests so require.
- (c) *You must notify the School of your child's health/medical conditions or special educational needs.* You must inform the School 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. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same.
- (d) *Circumstances where the School may require you to keep your child away from school.* If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you 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 passed. Where it is considered appropriate in such circumstances the School will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- (e) *You must notify the School of any special arrangements needed for your child.* You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.
- (f) *You must notify the School of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide the School with copies of them.* You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or

contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).

- (h) *We are entitled to expect that parents have consulted with each other regarding decisions relating to your child.* You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9(i) below, you (and each of you) accept that we and the School are 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 us or the School to one of you as having been given to both of you.
- (i) *We are entitled to require that notices of withdrawal must be signed by both parents.* A notice of withdrawal of your child served under this contract (i.e. under any of Clauses 3(a), 4(c)(iii), 4(g), 5(a) or 5(b)) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).
- (j) *You must notify the Head of your child's absence from School.* The Head must be informed as soon as possible in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (k) *You must notify the Head if you will be absent for a period of time or your child will be residing with someone else during term time.* If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days or your child will be residing during term time under the care of someone other than you, then you must inform the Head immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- (l) *Raising concerns with the School and making formal complaints.* If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request.
- (m) *Circumstances where the School may require you to have an education guardian for your child.* Where you reside outside the United Kingdom, you must have an appropriate education guardian in the United Kingdom for your child who has been given the legal authority to act on your behalf in all respects and to whom the School can apply for authorities when necessary. It is your responsibility to choose an appropriate guardian and satisfy yourself as to their suitability.

10. Insurance

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

PLEASE READ THIS NEXT SECTION CAREFULLY

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

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

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

- (a) The School may provide a reference for your child. With your consent (which you have the right to withdraw or amend at any time), the School will process personal data relating to you and your child in order to provide information and a reference to any educational institution which you propose your child may attend. Such information and reference will be disclosed by the School on a confidential basis. The School will take care to ensure that all information that is supplied is accurate and any opinion given on your child's ability, aptitude for certain courses and character is fair. However, the School cannot be responsible 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 the School.
- (b) Your consent to the School processing data relating to school marketing and fundraising. With your consent (which you have the right to withdraw or amend at any time) and subject to the limitations set out in our Data Protection Policy and the Data Protection Act 2018 (and any amending or superseding legislation) and, to the extent that it is relevant, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the School may use personal data relating to you and your child whilst he or she is at the School (including photographs and video recordings) for the purposes of school marketing, promotion and fundraising and for the purpose of communicating with the current body of pupils and parents and former pupils and their parents. If you do not wish for your and/or your child's information to be used for the above purposes you must notify the School on the Acceptance Form or otherwise inform the School.
- (c) Your consent to the School processing data relating to photographs and videos. With your consent (which you have the right to withdraw or amend at any time) and subject to the limitations set out in our Data Protection Policy and the Data Protection Act 2018 (and any amending or superseding legislation), the School may include photographs and video of pupils and parents in various school publications (printed and digital), the School website and the School's social networking platforms and / or share images and videos with third party journalists, for the purposes of school marketing, promotion and fundraising and for the purpose of communicating with the current body of pupils and parents and former pupils and their parents. If you do not wish for your and/or your child's information to be used for the above purposes you notify the School on the Acceptance Form or otherwise inform the [bursar].
- (c) You are required to update the School of changes to information held, or in circumstances relating to, you and/or your child. You must:
- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
 - (ii) inform the School of any change to 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) As Tier 4 sponsor we need your consent to us providing certain information to UKVI. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, you acknowledge that we may be required to notify and/or supply 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 whether we actually sponsor your child or not).
- (e) The School will send information (e.g. school reports) about your child to both of you as a matter of course. Those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School 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)).
- (f) Data Protection Law. We will process personal data about you and your child in accordance with the Data Protection Act 2018 and other related legislation. We will process such personal data:
- (i) as set out in this Clause 11;
 - (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.

12. Intellectual Property Rights

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

13. Changes in Ownership, etc

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

14. Ending this Contract

- (a) *Our rights to end the contract.* The Trust may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

- (i) you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
- (ii) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not);
- (iii) you (or either of you):
 - (aa) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
 - (bb) are otherwise unable to pay your debts as they fall due;
 - (cc) are the subject of a bankruptcy petition or order; or
 - (dd) you enter into an individual voluntary arrangement; or
- (iv) you otherwise do not comply with (i.e. you breach) your obligations under this contract such that we have a legal right to end the contract or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

- (b) *Your rights to end the contract.* You may end this contract at any time by notice in writing to the Head if:

- (i) you have a legal right to end the contract because we have not complied with our obligations under the contract; or
- (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

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

- (d) *Ending the contract will not affect any accrued rights.* Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.

15. Events outside of our, or your, control

- (a) *What we mean by an "event outside of our/your control".* We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to these as an "event".

- (b) What happens if we are affected by an event outside of our control. If an event beyond our control arises which prevents or delays our performance of any of our obligations under this contract, we shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that we have acted reasonably and prudently to prevent and/or minimise the effect of the event [and subject to Clause 15(c)], we will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- (c) Circumstances in which we may refund fees to you. If we are wholly unable to perform our obligations under this contract for a continuous period of more than fourteen (14) consecutive days, you shall not be required to pay the fees for the period of the term affected, prorated proportionately. Accordingly, and as the case may be, if the fees for the period of the term affected:
- (i) have already been paid, then you will be refunded such proportion of the fees; or
 - (ii) have not been paid because the period of the term affected includes the first day of the term (and fees only became due on the first day of the term) then you shall not be required to pay such proportion of the fees.
- If (ii) above applies, then the balance of the fees for the term affected shall be paid by you to the Trust on the date when we resume performance of our obligations under this contract.
- (d) Events lasting more than 6 months. If we are prevented from performing all of our obligations as a result of an event for a continuous period of more than six (6) months, we shall notify you of the steps we plan to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- (e) What happens if your child is affected by an event outside of your control. Subject to Clause 4(h), if your child is unable to attend (or is likely not to be able to attend) the School due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- (i) in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
 - (ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
 - (iii) if the event continues to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the Head and without giving a term's notice or paying a term's fees in lieu of notice.

16. Communications between you, the Trust and the School

- (a) Notices must be in writing. When this contract requires you, us or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- (b) We will use the contact details held by the School to contact you. Communications (including notices) will be sent by us and the School to you at the address(es) shown in our records, or using your other contact details included in our records. You must notify the School of any change of address(es) or other contact details.
- (c) How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:
- (i) sent by email to the School using this email address: head@mowdenhall.co.uk
 - (ii) delivered by hand to the School;
 - (iii) sent to the School by recorded 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 if you provide notice under any of Clauses 3, 4(c)(iii), 4(g), 5(a), 5(b) or 5(d) of these terms and conditions you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours during term-time and 5 working days (during a school holiday period) after sending the notice.

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

- (a) *The law that applies to this contract.* The contract between you and the Trust is governed by English Law and either you or the Trust must bring legal proceedings in respect of this contract in the English courts.
- (b) *Rights in relation to the enforcement of this contract.* If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

18. Changes to these Terms and Conditions

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