



Terms & Conditions

1. Definitions

1.1 *Meanings of some words and phrases we use in these terms and conditions.* In these terms and conditions, some words and phrases have particular meanings. 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 and which parents complete when accepting a place for their child at the School;

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

"**Complaints Procedure**" means the School's procedure for handling complaints from parents, as amended from time to time. It is not intended to form part of the contract between you and the School. A copy of the most up-to-date procedure is on the School's website and is otherwise available from the School at any time upon request;

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

"**deposit**" means the deposit referred to in the School's Schedule of Fees, or as otherwise communicated to you by the Admissions Department during the registration process;

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

"**Schedule of Fees**" means the list of the School's fees applicable in any given academic year, which is available on the School's website, or which may be provided to you from time to time by the School;

"**School Rules**" means the body of rules and policies of the School which set out our expectations concerning conduct and behaviour, 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 documents comprising the rules is available on the School's Portal and from the School at any time upon request;

"**term**" means an academic school term, as published in the School's calendar;

"**a term's notice**" means **written** notice given not later than the first day of the term before the term to which the notice relates. For example, a term's notice is required to withdraw your child from the School, so this means that if you wish to withdraw your child with effect from the start of the Summer term (which is the term to which the notice relates) then a term's notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the Spring term immediately before;

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

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1.2 below; and

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

In these terms and conditions, we sometimes provide illustrative examples to 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 use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

We also use headings to introduce separate provisions. These headings are for ease of reference only.

1.2 *Who we are.* We are Haileybury College (known day-to-day as Haileybury) a charity registered in England with registered charity number 310013. Our registered office is at Haileybury, Hertford Heath, Hertford, SG13 7NU.

1.3 *Our contract with you.* The **Acceptance Form**, the **Schedule of Fees**, and these **terms and conditions** (as in each case may be amended from time to time) form the terms of an agreement (the "**contract**") between you and the School. This contract is between us and you. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

2. Registration, acceptance and deposit

2.1 Registration fee. To apply for a place at the School, all parents must pay a registration fee of £200 which is non-refundable.

2.2 *How you accept our offer of a place.* An offer of a place at the School for your child is accepted by you submitting the completed Acceptance Form and paying the deposit. The amount of the deposit will be as advised by the Admissions Department. This deposit is non-refundable in the event that the place is not taken up and the pupil does not join the School. See clause 3 below for what happens when a place is not taken up. Provided that the pupil joins the School, the deposit will be credited against the invoice for the pupil's final term at the School.

3. Withdrawing your acceptance of a place before joining

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

3.2 *If we receive a term's notice.* If you provide a term's notice, a full term's fees are not due. The deposit will not be refunded, however.

3.3 *If we do not receive a term's notice.* If you do not provide us with a term's notice, a term's fees in lieu will be payable by you to the School upon demand. The term's fees in lieu will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest) against the term's fees in lieu which are owed.

4. School fees, supplemental charges and payment

- 4.1 What the fees include. Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of educating your child and, if applicable, facilitating our boarding provision.
- 4.2 What the fees do not include: additional charges. We refer to any items charged to you in addition to the fees as **additional charges**. By way of example, any extra-curricular activities (such as individual music lessons, trips and visits) in which you agree your child may participate and which need to be paid for 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. A list of our additional charges is on the School's website, or available from our Finance Department.
- 4.3 Who is responsible for payment. Each 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 School. This is because our contract applies to both of you together and each of you on your own (also known as "joint and several"). Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and additional charges owing to the School are paid. In practice, this means that if fees or additional charges have not been paid then in order to recover the outstanding payments, the School can, at its discretion, choose to seek payment of the amount outstanding from either parent or both parents. The only exceptions to this are set out in Clause 4.4 below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the School, and do not extinguish either parent's liability for the fees and additional charges due under this contract.
- 4.4 How one person can remove themselves from their payment responsibility and circumstances where the School may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract. A person who has signed the Acceptance Form may be removed from their payment responsibility under this contract but that person **must** have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form before submitting such notice. Unilateral withdrawal is not acceptable. Separately, the School may (without obligation to do so) agree in writing with each signatory to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing.
- 4.5 How bursary and scholarship awards are treated. A bursary/scholarship or other 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 Master, your child's attendance, contribution, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you, including in relation to the application for the award)) no longer merit the continuation of the award.

If your child has been awarded a scholarship/bursary which includes financial assistance (by way of fee remission), your responsibility will be to pay for the amount of fees due after taking account of that award. Where it appears likely to the Master that an award which includes financial assistance may be withdrawn, you will be notified in advance and, if within fourteen (14) days of that notification 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 without the benefit of the financial assistance.

- 4.6 How the fees are charged and payment requirements. The annual fees are divided into three equal parts and are charged separately on a termly basis, regardless of the length of any term. Each term's fees fall due for payment by you seven days before the first day of that term. Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 4.4 above). The fees must be paid in full by direct debit or direct bank transfer seven days before the first day of the term to which the invoice relates. We may not allow your child to attend school if you do not pay on time.
- 4.7 Payment of additional charges. All additional charges for each term (and other unpaid additional charges that were agreed during the previous term) will be included in the School's fees invoice. All such charges must be paid in full by direct debit or direct bank transfer on or before the first day of the next term.
- 4.8 Non-payment of fees: refusal to attend school. We may refuse to allow your child to attend the School or to sit public examinations; withhold any references; and/or withdraw sponsorship of your child's student visa (if applicable) while fees remain unpaid or if there is a repeated failure by you to pay the fees on time.
- 4.9 Non-payment of additional charges: refusal to participate in the relevant activity. We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable charge for that activity or examination(s) remains unpaid.
- 4.10 We can charge interest if you pay late. If you do not make payment to the School by the due date for payment we may charge interest to you on the overdue amount at the rate of 2% per month. Unless we tell you otherwise in writing, this interest 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 judgement against you. You must pay the School the interest together with the overdue amount.
- 4.11 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).
- 4.12 We can notify other educational institutions of your outstanding payments. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or additional charges.
- 4.13 Our ability to increase the fees. We will review our fees during the course of your child's education (usually, but not necessarily, 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; for example, if the fees are to increase at the start of the Autumn term, we will notify you before the end of the preceding Spring term. 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 due to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5.1 below.
- 4.14 Fees and additional charges will not be reduced due to your child's absence. Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. If your child takes study leave at home before or during examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.

- 4.15 Information on your identity and the source of funds. From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:
- 4.15.1 your identity and/or place of residence;
 - 4.15.2 your child's identity;
 - 4.15.3 that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
 - 4.15.4 your child's right to enter, live and study in the United Kingdom;
 - 4.15.5 the legitimate source of funds you are using to pay the fees; and
 - 4.15.6 information provided to us as part of, or in connection with, an application for (or our grant of) a bursary or scholarship award.

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

- 4.16 Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. For example, the School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School. In the event of an overpayment made by you against the amount due, the credit balance arising will be offset against any subsequent fees. In the event that a pupil leaves, and you provide the required notice, any overpayment will be refunded (any refunds will only be made to the debit or credit card used for the original transaction).

5. Notice requirements

- 5.1 Notice to withdraw your child from the School. If you wish to withdraw your child from the School, you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice, at the rate that would have been charged for the final term of provision if a term's notice had been given. The School will credit the deposit you have paid (without interest) to the payment of any such fees in lieu of notice. This means that if, for example, you wish to withdraw your child with effect from the start of the Autumn term (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) or pay the fees in lieu of notice referred to above.
- 5.2 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, this can only take effect at the start of an academic year and you must give a term's notice. This means that notice must be given before the first day of the Summer term, to make a change from boarding to day status with effect from the following Autumn term. All other boarding-related changes, for example changing your child's place from a day place to a boarding place (either temporarily or full time), require the School's prior written consent.
- 5.3 When the relevant amount in lieu of notice must be paid. In cases under Clause 5.1 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.
- 5.4 Notice to withdraw your child from participating in an activity covered by an additional charge. If you wish to withdraw your child from an activity charged for as additional, you must either

give the notice specified to you in writing relating to that activity, or pay to the School as a debt a payment in lieu of such notice period.

5.5 Withdrawal part-way through a term does not reduce the amount you owe to the School. It is not possible for you to reduce the amount of fees or additional charges due, or to obtain a refund of fees or additional charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

6. School rules

6.1 Compliance with the School Rules. It is a condition of remaining at the School that you and your child comply with the School Rules. In addition, you must ensure that your child attends school punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue.

6.2 We may undertake drugs and alcohol testing of your child. The School may undertake drug and alcohol testing of pupils in accordance with its Drugs and Drug Testing Policy, and its Alcohol, Smoking and Vaping Policy. These policies have been adopted for disciplinary purposes and with the aim of safeguarding the health and wellbeing of all pupils.

6.3 Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media. The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate or necessary for the School to do so in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7. Suspension, exclusion and required removal

7.1 The Master's discretion to suspend or exclude your child from the School. The Master may in their discretion suspend or, in serious or persistent cases, exclude your child from the School if the Master 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 and/or those of your child or other pupils. Further information is provided in the School's Exclusions and Required Removals Policy.

7.2 The Master's discretion to require you to remove your child from the School. Instead of exclusion or suspension, the Master may in their discretion require you to remove your child from the School if the Master considers that:

7.2.1 your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, and/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; and/or

7.2.2 your child's attendance and/or progress at the School is unsatisfactory and, in the reasonable opinion of the Master, their removal is in the School's best interests and/or those of your child and/or other pupils; and/or

7.2.3 your child's conduct or behaviour (including conduct or behaviour outside School), is unsatisfactory and/or the required removal is in the School's best interests and/or those of your child and/or of other children; and/or

7.2.4 the School is unable to meet your child's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

7.3 What happens if your child is suspended, excluded or removed from the School. Should the Master exercise their right under either Clause 7.1 or Clause 7.2 above:

7.3.1 you will not be entitled to any refund or remission of fees or additional charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;

7.3.2 the deposit will be forfeited and retained by the School (except in cases of required removal under Clauses 7.2.2, 7.2.3 and/or 7.2.4); and

7.3.3 in respect of exclusions and required removals, fees in lieu of notice will not be payable and any fees and/or additional charges that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.

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

7.5 Review of exclusions or required removals. You are entitled to have any decisions taken by the School to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall follow the procedure set out in the School's Exclusions and Required Removals Policy.

8. The School's obligations

8.1 The period of your child's schooling. Subject to these terms and conditions, the School will accept your child as a pupil of the School and register your child on the School's statutory register from the time of joining the School until the end of their secondary schooling. On entry, the expectation is that your child will remain at the School until the end of Sixth Form, subject to clause 8.2 below.

8.2 The School shall not be obliged to permit your child to enter the Sixth Form unless satisfied that it is appropriate to do so having regard to their academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations. However, 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, the usual provisions about withdrawal (see Clause 5.1) apply and you will either need to give the School a term's written notice or pay a term's fees in lieu of notice.

8.3 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 their 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 they are taking part in a school activity or otherwise under the direct supervision of a member of School staff. The School shall adhere to and comply with the *National Minimum Standards for Boarding Schools* (applicable from time to time) published under the Children Act 1989 (as amended or superseded).

- 8.4 Consent to participation in trips and visits, in contact sports and other sports activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.
- 8.5 What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will:
- 8.5.1 take action (for example, by contacting the emergency services);
 - 8.5.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';
 - 8.5.3 share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and
 - 8.5.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- 8.6 Our right to make changes at the School. From time to time it may be necessary to make changes to any aspects of the School, including to the curriculum or to the manner of providing education for your child, including by providing such education remotely (for example, whilst your child remains at home for any reason).
- 8.7 Monitoring your child's progress at the School. We will monitor your child's progress at the School and produce regular written reports. The School's Learning Support Department may carry out certain assessments in relation to SEND, but we do not undertake to formally diagnose dyslexia, ADHD, or any other need. A formal external assessment can be arranged either by you or by the School at your expense. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments.
- 8.8 Religious observance and relationships and sex education (RSE) and health education. Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School's policies.

9. Parents' obligations

- 9.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, the School needs your co-operation, including in particular by you fulfilling your own obligations under this contract.
- 9.2 Examples of the co-operation and assistance we require. You must co-operate with the School and its staff in good faith, including by:
- 9.2.1 maintaining a constructive relationship with staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate;
 - 9.2.2 encouraging and supporting your child in their studies, giving appropriate support at home and ensuring your child attends school;
 - 9.2.3 keeping the School up-to-date and informed about matters which affect or may affect your child (including circumstances which arise at any time that affect or may

affect your ability to pay the fees and additional charges, any changes to their immigration status, and information relating to your child's health or special educational needs or medical conditions);

- 9.2.4 ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are up-to-date, accurate, truthful and not misleading and that relevant details and information (including information relating to your child's health, special educational needs or medical conditions) or changes to any of them are not withheld and are shared in a timely and transparent manner;
- 9.2.5 engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and
- 9.2.6 attending Parent Conferences, other meetings, and keeping in touch with the School where your child's interests so require.

9.3 *You must notify us of your child's health and medical conditions (both physical and mental) or special educational needs.* It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child. You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has or subsequently develops, whether underlying, 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 information or materials relevant to any of the same. If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14.1.2 below.

9.4 *Circumstances where we may require you to keep your child away from School.* If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit them to return to the School until such time as the health risk has passed. Where it is considered appropriate, we may provide education to your child remotely during such period on an interim basis and to the extent that is reasonable and proportionate (including, for example, by sending you/your child work assignments electronically). For the avoidance of doubt, the School is not a remote education provider and long term arrangements in respect of remote provision are unlikely to be considered reasonable and proportionate.

9.5 *You must notify us of any special arrangements needed for your child.* You must inform the School, either prior to entry or immediately when they are known, of any situations where special arrangements may be needed for your child, including for their education or welfare, and provide on reasonable request from the School such further information as may be reasonably required by the School to understand the basis for and scope of such arrangements.

9.6 *You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child.* You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. This 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; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with relevant information, including copies

of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.

- 9.7 *We require you to nominate a 'responsible adult' for us to contact in your absence.* Where we notify you that this is a requirement (for example for parents who live overseas), it is a condition of your child's joining and remaining at the School that you nominate a 'responsible adult' (or 'educational guardian') for your child who, amongst other things, can be contacted if the School is not able to contact you (in order to make decisions relating to your child) and who can look after your child in your absence.
- 9.8 *We are entitled to expect that parents have consulted with each other regarding decisions relating to their child.* You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that the School is entitled to assume that you have consulted with each other as far as significant decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below, you (and each of you) accept that the School is entitled to treat:
- 9.8.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- 9.8.2 any communication from the School to one of you as having been given to both of you.
- 9.9 *We are entitled to accept notices of withdrawal signed by one parent.* A notice of withdrawal of your child served under this contract must be in writing and may be signed by one holder of parental responsibility on behalf of both (and the School shall be entitled to accept such notice), but the School may require both signatures in some circumstances.
- 9.10 *You must notify us of your child's absence from School.* The School must be informed as soon as possible in writing of any reason for your child's absence from School. You can do this by emailing the School Office on schooloffice@haileybury.com. For any planned absence, permission must be obtained from the Master in advance.
- 9.11 *Parents must notify us if they will be absent for a period of time.* If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom or will otherwise be absent from your main residential address for a period you must inform the School in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- 9.12 *Raising concerns with the School and making formal complaints.* If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the School's Complaints Procedures is on the School's website and is otherwise available from the School at any time upon request.
- 10. Insurance and liability**
- 10.1 *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.
- 10.2 *The School's insurance arrangements and liability.* The School has in place public liability and professional indemnity insurance. The School's maximum liability for a claim arising out of or in connection with the contract is limited to the sum of £5 million.

11. How we may use personal information: references, confidentiality and data protection

11.1 References for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given on their ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are, or your child is, alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

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

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

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

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

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

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

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

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

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

- 11.5.1 as set out in this Clause 11, and in the School's Privacy Notice which is available on the School's website as may be amended from time to time;
- 11.5.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- 11.5.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

11.6 As a 'Student Sponsor' school we need to provide certain information to the Home Office. In order to comply with our responsibilities as a licensed Student Sponsor for immigration purposes, we need to ensure that all of our pupils have the right to study in the UK and will require documentation in this regard. In addition, 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).

12. Intellectual property rights

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

13. Changes in ownership etc.

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

14. Ending this contract

14.1 Our rights to end the contract. In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 7, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

- 14.1.1 you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
- 14.1.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);
- 14.1.3 you fail or refuse to provide us with information required under this contract or we are not satisfied with the information you have provided. Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided;

- 14.1.4 your child no longer holds an immigration status which confers a right to study in the UK;
- 14.1.5 you (or either of you):
- (a) are unable, following our request, to demonstrate that you will be able to pay the fees and additional charges due under this contract;
 - (b) repeatedly or persistently fail to pay the fees on time;
 - (c) are otherwise unable to pay your debts as they fall due;
 - (d) are the subject of a bankruptcy petition or order; or
 - (e) you enter into an individual voluntary arrangement; or
- 14.1.6 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 because of something you have done wrong or, in the Master's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

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

14.2.1 you have a legal right to end the contract because of a breach of contract on our part; or

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

14.3 *When this contract will end if not terminated early.* For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the last day of the final academic year of your child's schooling.

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

15. Events outside of our, or your, control

15.1 *What we mean by an "event outside of our/your control".* We mean any event beyond either your or our reasonable control including acts of God, war, riot, civil unrest, compliance with any law or governmental order, rule, regulation, guidance 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 such events outside of our/your control as an "**event**".

15.2 *What happens if we are affected by an event outside of our control!* If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the

School shall try during the continuance of the event to continue to provide educational services (e.g. by providing appropriate educational services remotely).

- 15.3 Events lasting more than six months. If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- 15.4 What happens if your child is affected by an event outside of your control. Subject to Clause 4.14 (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- 15.4.1 in consultation and co-operation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances and resume the performance of the obligations as soon as reasonably possible;
- 15.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 15.4.1 above, your child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
- 15.4.3 if the event continues to prevent your child wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at School or remotely) 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 or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

16. Communications between you and the School

- 16.1 Notices must be in writing. When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing as set out below.
- 16.2 We will use the contact details held by the School to contact you. Communications (including notices) will be sent by the School to you at the address(es) shown in our records or using your other contact details included in our records. You must notify the School of any change of address(es) or other contact details.
- 16.3 How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be in writing addressed to the Master and either:
- 16.3.1 sent by email to the School using the email address masterspa@haileybury.com;
- 16.3.2 delivered by hand to the School's Main Reception;

- 16.3.3 sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
- 16.3.4 otherwise sent to the School's address by first or second class post.

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

17. The law that applies to this contract

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

18. Changes to these Terms and Conditions

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