



## STANDARD TERMS AND CONDITIONS (September 2020)

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### 1 Introduction

- 1.1 **These Terms and Conditions** reflect the custom and practice of independent Schools for many generations and together with the offer letter, Conditions of Award (if applicable) acceptance form and fees list they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These Terms and Conditions are intended to promote the education and welfare of each pupil and the stability, forward-planning, proper resourcing and development of The Oratory Preparatory School.
- 1.2 **Variations:** these Terms and Conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.
- 1.3 **Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out **at Sections 8 and 9** below.
- 1.4 **Managing Change:** The Oratory Preparatory School, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see **Section 11** for further details of the changes that may be made and the consultation and notice procedures that will apply.
- 1.5 **General Data Protection Regulation (GDPR):** The School complies with the requirements of the new data protection regulations (GDPR) which came into effect on 25 May 2018. The School will advise you why any personal data is required and for what purpose. Details of the retention and deletion criteria are available on the School's website. Any queries regarding GDPR should be directed at the School's Information Security Officer (ISO).

### 2 Terminology

- 2.1 **The School or We or Us:** means The Oratory Preparatory School as now or in the future constituted. The School is constituted as a charitable company limited by guarantee.
- 2.2 **Governing Body:** means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School.
- 2.3 **The Headmaster:** as appointed by the Governing Body. The Headmaster is responsible for the day-to-day running of the School.
- 2.4 **The Parents or You:** means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions. Fees payable by a third party (for example, an employer, grandparent or step-parent without Parental Responsibility) will be subject to a separate agreement between the School, the Parents and the third party. **Please see Clause 9.3 and Clause 11.6 below.**
- 2.5 **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.

2.6 **The Pupil:** means the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with British custom.

### 3 Admission and Entry to the School

3.1 **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-refundable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. **Admission** occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Pupil attends the School for the first time under these terms and Conditions.

3.2 **Equality:** The School is a co-educational day and boarding School for children aged from 2 to 13 years. The School has a Catholic ethos but welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.

3.3 **Offer of a Place and Deposit:** A deposit (**Acceptance Deposit**) as shown on the Fees List for the relevant year will be payable when Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School until the pupil leaves and will be repaid by means of a credit without interest to the final invoice after leaving, unless the Parents wish to donate the Acceptance Deposit to the School's Foundation. Please also see clause 8.8.

3.4 **Immigration:** The School currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. Parents must inform the Headmaster when returning a completed Registration Form or at any other time if the Pupil requires sponsorship from the School in order to obtain a visa to study at the School. It shall be the Parents' responsibility at all times to ensure that the Pupil has the appropriate immigration permission to reside in the United Kingdom and to study at this School. The Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Tier 4 sponsor, including passport, visa, vignette and/or biometric resident permit of the child and, where necessary, the Parents' passport and permit.

### 4 Pastoral Care

4.1 **The School's commitment:** We shall do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.

4.2 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure is available on the School's website. **See also Clause 7.17.**

4.3 **Headmaster's Authority:** The Parents authorise the Headmaster to take and/or authorise in good faith all decisions which the Headmaster considers on proper grounds will safeguard and promote the Pupil's welfare. **Please see Section 5.**

4.4 **Ethos:** The ethos of this School is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and Parents and we expect the same of the Pupil and Parents in relation to the School or its staff.

4.5 **Physical Contact:** The Parents give their consent to such physical contact as may accord with good practice; as may be appropriate and proper for teaching and instruction; for providing comfort to a pupil in distress; to maintain safety and good order; or in connection with the Pupil's health and welfare. The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents

acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

- 4.6 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- 4.6.1 any known medical condition, health problem or allergy affecting the Pupil;
  - 4.6.2 any history of a learning difficulty on the part of the Pupil or any member of his immediate family;
  - 4.6.3 any disability, special educational need or behavioural, emotional difficulty and/or social difficulty on the part of the Pupil;
  - 4.6.4 any family circumstances, court proceedings or court order which might affect the Pupil's welfare or happiness;
  - 4.6.5 any concerns about the Pupil's safety;
  - 4.6.6 any significant change in the financial circumstances of the Parent/s in receipt of a bursary by the School.
  - 4.6.7 if it is their intention that a day Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.
- 4.7 **Confidentiality:** The Parents authorise the Headmaster to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to investigate the Pupil's e-mail communications, use of mobile electronic devices and internet use.
- 4.8 **Special Precautions:** The Headmaster needs to be aware of any matters that are relevant to the Pupil's safety and security. The Headmaster must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents may be excluded from the School premises if the Headmaster, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other members of the School community.
- 4.9 **Leaving School Premises:** We will do all that is reasonable to ensure that your child remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if they leave School premises in breach of School Rules and Regulations. School Rules may provide for the Pupil to go on leave-out by prior arrangement with the School. Leave-out will not be granted where it conflicts with the Pupil's responsibilities to the School, including attendance at School events or as part of disciplinary measures.
- 4.10 **Residence During Term Time:** The Pupil, except when boarding, is required during term time and at weekends, exeats (permitted periods of time away from School) and half term, to live with a parent or legal guardian or with an education guardian acceptable to the School. Short-term boarding may be provided during term time for a pupil whose accommodation arrangements have broken down and will be charged as an extra. The Headmaster must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than the Parents or education guardian.
- 4.11 **Holidays during Term Time:** Term dates are published well in advance and it is therefore expected that all Pupils will be in School during the term. Parents wishing to deviate from the term dates must formally apply in writing to the Headmaster. **Please see clause 9.5.**
- 4.12 **Communication with Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents unless there is clear evidence of a contrary view. This does not apply to the cancellation of a place or Withdrawal of the Pupil from the School. Those persons who are required to consent to or give Notice of Cancellation or Withdrawal are set out in clause 8.2.

- 4.13 **Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer, the Headmaster must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of the Pupil.
- 4.14 **Education Guardians:** The Parents if resident outside the United Kingdom must have an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility for the Pupil when they are in the care of the Parents or the education guardian. The Parents and the education guardian of such pupils must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian and shall provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details. .
- 4.15 **Photographs or images (including video recordings):** The School may obtain and use photographs or images (including video recordings) of the Pupil for use in the School's promotional material such as the prospectus, the website or social media, for press and media purposes, and for educational purposes as part of the curriculum or extra-curricular activities. Your consent will be sought as part of a number of consents required under GDPR. Please see the School's privacy notices for more information about how the School uses photographs and videos of pupils. We would not disclose the name or home address of a Pupil alongside a photograph or video without the Parents' consent.
- 4.16 **Request for confidentiality:** The Parents may ask us to keep information about the Pupil confidential. For example, you may ask us to not use photographs of the Pupil in promotional material or ask us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the Headmaster in writing, requesting an acknowledgement of their letter.
- 4.17 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 4.18 **Pupil's Personal Property:** The Pupil is responsible for the security and safe use of all his or her personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.
- 4.19 **Insurance:** All pupils will be covered by personal accident insurance, the cost of which is included in the Fees. Parents may from time to time be provided with information about other insurances or schemes (such as private medical insurance) which may be available. The School makes no representation as to the suitability of these additional products and is under no obligation to offer them or provide information about them.
- 4.20 **School's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.

## 5 Health and Medical Matters

- 5.1 **Medical Declaration:** The Parents will be asked to complete a Medical Information and Consent Form concerning the Pupil's health and must inform the Headmaster in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious or contagious disease. All medical information will be kept confidential and will be stored securely in accordance with GDPR requirements.
- 5.2 **Medical Care:** If a boarder the Pupil must be registered on the list of the School Medical Officer while a Pupil at the School. The Parents must comply with the School Medical Officer's recommendations which may include a reasonable decision to release the Pupil home or to their education guardian when they are unwell.
- 5.3 **Medical Examination:** All new boarding Pupils will have a routine medical examination with the School Medical Officer or another doctor appointed by him, usually during their first Term at the School. Arrangements can be made on request for the Parents to be present.

- 5.4 **Pupil's Health:** The Headmaster may at any time require a medical opinion or certificate as to the Pupil's general health where the Headmaster considers that necessary as a matter of professional judgement in the interests of the Pupil and/or the School community.
- 5.5 **Medical Information:** Throughout the Pupil's time as a member of the School, the School Medical Officer shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "need-to-know" basis.
- 5.6 **Emergency Medical Treatment:** The Parents authorise the Headmaster to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

## 6 Educational Matters

- 6.1 **Provision of Education:** Within the published range of the School's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances.
- 6.2 **Organisation of the Curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Headmaster, is most appropriate to the School community as a whole. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable. If Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's tutor, or any other appropriate member of staff, as soon as possible, or contact the Headmaster in the case of a serious concern.
- 6.3 **Progress Reports:** The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of written reports and Parents' meetings as described in the Parents' Handbook.
- 6.4 **Health & Life Skills:** The Pupil will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.
- 6.5 **Reports and References:** Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 6.7 **Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The School staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or of other learning difficulties.
- 6.8 **Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
- 6.9 **Information about Learning Difficulties:** The Parents shall notify the Headmaster when completing the School's Confidential Information Form and subsequently in writing if at any time they are aware or suspect that the Pupil has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Pupil's place will be cancelled, or, once the Pupil has started, the Parents will be asked to withdraw the Pupil, without further charge if, in the professional judgement of the Headmaster and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.
- 6.10 **Intellectual Property:** Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the School may use that work for the purpose of

promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet or public website.

- 6.11 **Pupil's Work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at School premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Headmaster or staff. Any work released back to the Pupil and not collected after the Pupil has left will be disposed of as the School sees fit.
- 6.12 **Consent for educational Visits:** A variety of educational visits will be provided for the Pupil. Parents will be provided with relevant information in advance of educational visits. Unless Parents specifically notify the School in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the Acceptance Form or agreeing to be bound by these Terms and Conditions the Parent's consent to the Pupil taking part in all educational visits. These include: off-site activities involving Pupils aged 5 or under; or visits (including overnight or residential stays) which take place during the weekends; or school holidays; or adventure activities which may take place at any time; or visits that cost less than £25.

The Parents agree that the Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit.

- 6.13 **The cost of educational visits:** The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in 6.12 above. The cost of such a visit or any visit with a cost in excess of that stated in clause 6.12 will be payable in advance and may be subject to a separate agreement. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, are payable immediately by the Parents as a debt. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue Fees remain unpaid. The deposit paid for trips (residential or non-residential) is normally non-refundable except in circumstances such as illness or injury.

## 7 Behaviour and Discipline

- 7.1 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Headmaster. The Headmaster is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the Pupil is at issue.
- 7.2 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about the wearing of uniform and general appearance.
- 7.3 **School Rules:** The ethos and rules of the School are set out in the Parents' Handbook and other documents published from time to time. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.
- 7.4 **School Discipline:** The Parents accept the authority of the Headmaster and of other members of staff on the Headmaster's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and the School community as a whole. The School's policies on behaviour and discipline current at the time [• and published on the School website] apply to all pupils at the School and at all times when the Pupil is in or at school, representing the School or wearing School uniform, travelling to or from School, on School-organised trips or associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.
- 7.5 **Investigative Action:** An allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his accommodation or belongings may be searched in appropriate

circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, unless the School is prevented from doing so by the police if they are involved. If considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parents' expense.

**7.6 Procedural Fairness:** Investigation of an allegation, complaint or rumour which could lead to Expulsion, Removal or Withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. If a disciplinary meeting with the Headmaster is required before a decision is taken, the School will make all reasonable efforts to notify the Parents or education guardian so that they can attend. In the absence of a Parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his choice.

**7.7 Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Headmaster has acquired during an investigation.

**7.8 Sanctions:** The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, gating, rustication or Suspension, or alternatively Removal or Expulsion.

**7.9 Definition of Sanctions:** In these Terms and Conditions:

**Expulsion:** means that the Pupil is required to leave the School permanently in circumstances described in clause 7.10.

**Gating (for boarders):** means that the Pupil is confined to the School premises for a limited period of time (eg during a week-end).

**Removal:** means that the permanent removal of the Pupil from the School is required in circumstances described in clause 7.12.

**Rustication (for boarders):** means releasing the Pupil home or to an education guardian for a specified period of time (usually a weekend) but without further disciplinary consequences.

**Suspension:** means that the Pupil is sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.

**Withdrawal:** has the meaning set out in clause 8.10

**7.10 Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of School discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Headmaster shall act with procedural fairness in all such cases. The Headmaster's decision to expel shall be subject to a Governors' Review if requested by the Parents. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 7.15 and clause 7.16.

**7.11 Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past Terms. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sum due to the School will be payable.

**7.12 Removal in other Circumstances:** The Parents may be required to remove the Pupil, temporarily or permanently from the School, or from boarding, if, after consultation with the Parents and if appropriate the Pupil, the Headmaster is of the opinion that:

**7.12.1** the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or

7.12.2 by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or community life offered by the School; or

7.12.3 if one or both of the Parents have treated the School or any members of its staff or any member of the School community unreasonably.

In these circumstances, and at the sole discretion of the Headmaster, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Headmaster shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School. The Headmaster's decision to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 7.15 and clause 7.16.

7.13 **Fees Following Removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 7.12 above, the provisions relating to Fees shall be as set out in clause 7.11 save that the Acceptance Deposit will be refunded without interest less any sums owing to the School.

7.14 **Leaving Status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Removal or Withdrawal.

7.15 **Governors' Review:** The Parents may request a review by Governors (**Governors' Review**) of a decision to expel or require the Removal of the Pupil from the School (but not a decision to suspend the Pupil unless the Suspension is for 12 School days or more, or would prevent the Pupil taking a public examination). The Headmaster will advise the Parents of the Governors' Review procedure current at that time when he informs the Parents of his decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

7.16 **Pupil's status pending Review:** If the Parents request a Governors' Review, the Pupil will be suspended from School until the review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Headmaster.

7.17 **Complaints Procedures:** Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by Us must be made in accordance with the School's published complaints procedure, which is available on the School's website. Every reasonable complaint shall receive fair and proper consideration and a timely response.

## 8 Provisions about Notice

8.1 **Term:** means the period between and including the first and last days of the relevant school term.

8.2 **Notice:** means (unless the contrary is stated in these Terms and Conditions) a Term's Written Notice given by:

8.2.1 both Parents; or

8.2.2 one of the Parents with the prior written consent of the other Parent; and

8.2.3 in either case, the prior written consent of any other person with Parental Responsibility where appropriate before the first day of term addressed to and acknowledged by the Headmaster personally or the Bursar on the Headmaster's behalf. It is expected that the Parents will consult with the Headmaster before giving Notice to withdraw the pupil. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.

8.3 **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if the Parents wish to cancel a place after acceptance; or if the Parents wish to withdraw the Pupil who has entered the School; or if, at the end of Year 6, the Pupil will not return for the following years, or the Parents wish to discontinue extra tuition for the Pupil.

8.4 **Provisional Notice:** is valid only for the Term in which it is given and only when written and accepted in writing by the Headmaster personally or the Bursar on the Headmaster's behalf.



- 8.5 **Fees in lieu of Notice:** in circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following Withdrawal and not limited to the parental contribution in the case of a scholarship, bursary or other award or concession. One Term's Fees in lieu of Notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- 8.6 **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. **Please see clause 3.1 for details of when entry to the School occurs.**
- 8.7 **Cancellation rights:** if the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Acceptance Deposit will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.
- 8.8 **Cancelling Acceptance:** The cancellation of a place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children and after the expiry of the 14 day period described in clause 8.7 above. A genuine pre-estimate of loss is fees for between one and five years. Nonetheless, the School agrees to limit the Parent's liability to:
- 8.8.1 a full Term's Fees at the rate for the Term of Entry (not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession), less the Acceptance Deposit, payable as a debt immediately if less than a Term's Written Notice of cancellation has been given; or
- 8.8.2 the Acceptance deposit if more than a Term's Written Notice has been given unless the place is filled immediately and without loss to the School.
- If the place is filled immediately and without loss to the School the right is reserved to retain a proportion of the Acceptance Deposit to cover the School's reasonable expenses in filling the place. Cases of serious illness or genuine hardship may receive special consideration on written request.
- 8.9 **Cancelling a place offered in the Term before entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the Acceptance Form. If clause 8.7 applies the four week period shall start when the 14 day cancellation period expires. The Acceptance Deposit will then be retained by the School. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt.
- 8.10 **Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these terms and conditions at any time after the Pupil has entered the school. **Please see clause 3.1 for details when Entry to the School occurs. Please see also clause 8.11 and clause 8.12.**
- 8.11 **Withdrawal by Parents:** If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than twenty- eight days for non-payment of Fees as set out in clause 9.6, Fees in lieu of Notice less the Acceptance Deposit will be immediately due and payable as a debt unless the place is filled immediately and without loss to the School.
- 8.12 **Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents.
- 8.13 **Prior Consultation:** It is expected that the Parents or duly authorised education guardian will consult personally with the Headmaster before notice of Withdrawal is given by the Parents.
- 8.14 **Change from boarding to day status:** A term's Written Notice must be given to the Headmaster if the Pupil wishes to change from boarding to day status. Any such place is subject to availability.

- 8.15 **Discontinuing extras tuition:** A Term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.
- 8.16 **Termination by the School:** The School may terminate this agreement **on one full Term's notice in writing sent by ordinary post**. The School will not terminate this agreement without good cause and full consultation with Parents. The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees. The School may terminate this agreement immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.

## 9 Fees

9.1 **Fees:** may include alone or in combination any of the **Registration Fee, the Acceptance Deposit, Tuition Fees, Boarding Fees, Fees for extra tuition, other extras** such as House charges, clothing and equipment, photographs and other items ordered by the Parents or the Pupil and **charges arising in respect of educational visits, or damage** where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) and **late payment charges** if incurred.

9.2 **Payment of fees:** The Parents jointly and severally undertake to pay the Fees applicable to each Term directly to the School. Fees for each Term are due and payable as cleared funds before the commencement of the School Term to which they relate. If an item on the bill is under query, the balance of the bill must be paid.

The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.

9.3 **Payment of Fees by a Third Party:** An agreement with a third party to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.

9.4 **Indemnity:** The Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School if the School is required to repay all or part of any sum paid to it by a third party credit provider on behalf of the Parents.

9.5 **Refund or waiver:** Fees will not be refunded or waived if:

9.5.1 the Pupil is absent through illness or holiday; or

9.5.2 a Term is shortened or a vacation extended; or

9.5.3 the pupil is released home before or after public examinations or otherwise before the normal end of a Term; or

9.5.4 the School is temporarily closed due to adverse weather conditions; or

9.5.5 for any reason other than exceptionally and at the sole discretion of the Headmaster in a case of genuine hardship; or

9.5.6 there is a legal liability under a court order or under the provisions of this agreement to make a refund.

**See also Section 10** for information about the rules on events beyond the control of the parties.

9.6 **Exclusion for non-payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment or if the Parents fail to provide information reasonably requested by the School about the identity of the payer of any Fees or the source of the funds. If the Pupil is excluded for a period of 28 days he/she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with Section 8. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise.

The School may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.

- 9.7 **Late Payment:** Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which represents a genuine pre- estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.
- 9.8 **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.
- 9.9 **Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.
- 9.10 **Instalment Arrangements:** The School is not licensed by the FCA to accept monthly payments. However, Parents who wish to pay by such method may do so through a recognised credit provider. Details are available from The Bursar.
- 9.11 **Advance Fees Payment Scheme:** An arrangement under which a lump sum prepayment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
- 9.12 **Scholarships & Bursaries:** Every scholarship, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents' treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. A copy of the School's bursary policy is available on request.
- 9.13 **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If Parents receive less than a Term's notice of a Fees increase they may give the School written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice. The Acceptance Deposit will be refunded without interest less any sums owing to the School.
- 9.14 **Information about fees:** The Parents acknowledge that the School may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents acknowledge that the School may also inform any other school or educational establishment to which the Pupil is to be transferred of any fees of this School which are unpaid.
- 9.15 **Identity of Fees payer:** From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport. The parties will comply with the School's policy on anti-bribery, a copy of which is available on the School's website.

## 10 Events beyond the control of the Parties

- 10.1 **Force Majeure:** An event beyond the reasonable control of the School or the Parents is a **Force Majeure Event** and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 10.2 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its obligations under this agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 10.3 **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 above shall notify the other of the steps to be taken to ensure performance of this agreement.
- 10.4 **Termination:** If a Force Majeure Event continues for a period greater than 120 days, the party who has provided notification under clause 10.2 above may terminate this agreement by providing at least three working days' notice in writing to the other party.

## 11 General Contractual Matters

- 11.1 **Data Protection:** The School has a parent privacy notice and [• a ] pupil privacy notice(s) which explain how the School will use the Parent's and the Pupil's personal data. [• These privacy notices / Key information from these privacy notices] are provided with the letter of offer. The privacy notices [• are also published on the School's website]. The Parents must read these privacy notices in full [• and not just the key information] before signing the acceptance form. .
- 11.2 **Change:** This School, as any other, could undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and procedures, the disciplinary framework, and the length of School Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.
- 11.3 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and Conditions affects the Parents' statutory rights.
- 11.4 **Consultation:** It is not practicable to consult with Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and where possible given a Term's notice in writing of:
- 11.4.1 a change of ethos or culture; or
- 11.4.2 a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or
- 11.4.3 a change in the ownership of the School.
- 11.5 **Information for parents:** We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus and website or in statements made by staff or pupils during a visit or an open day. If Parents wish to take account of the information provided to them when deciding whether to enter into this agreement, they should seek written confirmation from the Headmaster that the information is accurate before returning a completed acceptance form to the School.
- 11.6 **Third Party Rights:** Only the School and the Parents are parties to this agreement. Neither the Pupil nor any third party is party to it. No person other than a party to this agreement shall have any rights to enforce any term of this agreement.
- 11.7 **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions.
- 11.8 **Jurisdiction:** This agreement was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

**Oratory Prep School Limited. Registered in England and Wales No 12267555. Registered Office: St Albans House, 57-59 Haymarket, London, SW1Y 4QX**

**Schedule 1**

**Summary of clauses containing financial consequences**

<b>Event</b>	<b>Clause</b>
<b>Offer of a place and deposit</b>	<b>3.3</b>
<b>Fees after Expulsion</b>	<b>7.11</b>
<b>Fees following Removal</b>	<b>7.13</b>
<b>Fees in lieu of Notice</b>	<b>8.5</b>
<b>Cancellation rights</b>	<b>8.7</b>
<b>Cancelling acceptance</b>	<b>8.8</b>
<b>Cancelling a place offered in the Term before Entry</b>	<b>8.9</b>
<b>Refund or waiver</b>	<b>9.5</b>
<b>Exclusion for non-payment</b>	<b>9.6</b>
<b>Late payment</b>	<b>9.7</b>