

Standard Terms and Conditions

What these terms cover. These are the terms and conditions on which we provide educational services.

Why you should read them. *Please read these terms very carefully before you accept our offer of a place at the School for your Child. These terms tell you who we are and how and on what basis the School will provide educational services.*

In these terms, you will see some parts written in bold to stand out. This is in an effort to draw certain provisions to your specific attention because they are important to the good management and operation of the School and our provision of educational services.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Bursar to discuss.

1 Definitions

- a) **Meanings of some words and phrases we use in these Standard Terms and Conditions.** In these Standard Terms and Conditions, some words and phrases have particular meanings and it is helpful, to ensure certainty and consistency, to have them defined. Such defined terms are set out below and when used in these Standard Terms and Conditions they shall have the meaning given to them here.

Acceptance Form means the form provided by the School for Parents to complete when accepting a place for their Child at the School.

Pupil or Child means a child of whatever age admitted by the School to be educated.

Complaints Procedure means the School's procedure for handling complaints from Parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the School. It does not form part of the contract between you and the 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(c) below.

Deposit means the amount set out and referred to as the deposit in the Offer Letter and Acceptance Form.

Fees means the termly fees set out in the Schedule of Fees, available on the School's website and as amended from time to time in accordance with Clause 3 (g) below.

FIA Terms and Conditions means the supplemental terms and conditions relating to the School's Fees in Advance Scheme.

Headmaster means the person appointed by the Governors of the School to be responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated.

Offer Letter means the letter, including all conditions specified therein, sent by the School to the Parents, together with the Acceptance Form and these Standard Terms and Conditions, offering a place at the School for their Child.

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

School Regulations means rules and regulations of the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the then current version of the regulations can be found in the Parent Handbook which is provided to parents at New Parents' Evening as part of the 'Starter Pack'. A copy is also included on the School Website and is otherwise available on request from the School at any time. Parents will be notified of subsequent changes to the School Regulations.

Term means a term of the School as notified to the Parents from time to time; term dates are published on the School's website and can be obtained from the School.

A term's notice means **written** notice given not later than the first day of the term **preceding** the term to which the notice relates.

Standard Terms and Conditions means these Terms and Conditions 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 in accordance with Clause 17 below.

We, us or the School means the legal entity carrying on as the School as identified in Clause 1 (b) below.

You or the Parents means each person who has signed the Acceptance Form as a parent of the Pupil, or a person who, with the School's express written consent, replaces a person who has signed the Acceptance Form.

In these Standard Terms and Conditions, we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words '**for example**', '**includes**' or '**including**'. When we do use these words, it means that the examples 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 understanding only.

- b) **Who we are.** We are Lochinver House School a registered charity and a company limited by guarantee, Registered in England and Wales, Company Number 4374254, our Registered Office is at Heath Road, Potters Bar, Herts, EN6 1LW and our Registered Charity Number is 1091045.
- c) **Our contract with you.** The Acceptance Form, the Schedule of Fees, the School Regulations, the FIA Terms and Conditions (if applicable) and these Standard Terms and Conditions (as in each case may be varied from time to time) form the terms of an agreement, the '**Contract**', between you and the School. It is not intended that the terms of this contract shall be enforceable by your Child or by any other third party.

2. **Acceptance and Deposit**

- a) **How you accept our offer of a place.** An offer of a place for your Child at the School is accepted by submitting the completed Acceptance Form and paying the Deposit as specified in the Offer Letter. The contract is not formed until the duly completed Acceptance Form is received by the School and the Deposit has been paid in full and cleared funds.

- b) The non-refundable status of the deposit. The deposit is not refundable if your Child does not take up the place.** The limited exception to this is where the School actually fills the specific vacancy created by your Child's withdrawal, in which case the School shall refund the deposit to you **less** its costs in administering your dealings with the School or a reasonable estimate of these costs. (You should be aware that in the event of a late withdrawal, it is very unlikely that the School would be able to find a replacement.)
- c) How we use the deposit.** A proportion of the Deposit (as specified in the Offer Letter) will be credited against the first term's fees. The remainder will form part of the funds of the School until it is repaid to you without interest on your Child's leaving and after deduction of any other sums due from you to the School.

*Please read the next section carefully – it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your Child joins the School and what happens if you withdraw at that stage.*

The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about schooling for their children as it means that we are less likely to fill the place. This is why we require the period of notice referred to in this section for a withdrawal and why different consequences follow depending on whether we get that period of notice or not.

- d) The period of notice we require. If you wish to withdraw your acceptance of a place BEFORE your Child starts at the School, you must give us written notice before the first day of the term immediately preceding the term in which your Child was due to start.** This means that if, for example, your Child is due to start at the School in September at the start of an academic year, then you would need to tell us in writing that you wish to withdraw your acceptance of a place on or before the first day of the preceding summer term (i.e. the final term of the previous academic year).
- e) If we receive that period of notice. If you provide that period of notice, you will lose the deposit (subject to repayment under Clause 2 (b) above if the resulting vacancy is actually filled by the School) but no further fees will be payable.** This means that the School will retain the deposit and not refund it to you unless the specific vacancy created by the withdrawal of your Child has been filled (and, if it is to be refunded, then an amount will be deducted from the deposit to cover the School's costs in administering your dealings with the School or a reasonable estimate of those costs). In any event, in such circumstances you are not required to pay any further fees or other amounts to the School.
- f) If we do not receive that period of notice. If you do not provide us with notice before the first day of the term immediately preceding the term in which your Child was due to start (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the School as a debt. The term's fees 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) to the payment of the term's fees you will owe us (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees will be reduced to take account of any bursary awarded to you.**

3. School Fees, Supplemental Charges and Payment

- a) What the fees include.** The fees include all the costs incurred in the usual course of the education by the School of your Child, including the provision of any necessary educational materials, which are included in the fees unless otherwise notified to you by the School at any time (either in the Schedule of Fees, or otherwise).
- b) What the fees do not include: supplemental charges, or extras.** We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as '**supplemental charges**'. By way of example, any extra-curricular activities (such as private music lessons, some activities) in which you agree in advance your Child may participate will be supplemental

to items met by the fees and charged for accordingly. The cost of some educational visits will be charged as an extra and added to the invoice sent to you. Any visits or trips requiring overseas travel, involving an overnight stay or an element of high risk will normally be the subject to a separate written agreement between you and the School. The cost of any such trip may be required in advance and in the case of some overseas travel, deposits may be required which may not be refundable. All additional costs of special measures (such as medical costs, taxis, air fares or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, may be added to the relevant invoice. 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.

Please read the next section carefully, it deals with your responsibility to pay the fees and supplemental charges.

- c) **(i) Who is responsible for ensuring payment. Each of you 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.** Each of you remains liable to the School for **all** of the fees and supplemental charges due, **unless and until** the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. This means that each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice, this means that if fees or supplemental charges have not been paid to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.

For the avoidance of any doubt, an agreement made with a third party (such as a grandparent) to pay the fees, any extras or any other sum due to the School does not release either of you from liability to pay the fees and supplemental charges due if the third party defaults, unless agreed otherwise by the Bursar in writing. The School reserves the right not to make such an agreement and/or accept payments from a third party.

(ii) How one person can remove him/herself from their payment responsibility. Where more than one person has signed the Acceptance Form, any one of them may withdraw from the contract with the School by submitting a term's notice AND PROVIDED THAT they have obtained the prior written consent of both the School (signed by the Bursar) and the remaining signatories.

(iii) Anti-money laundering identification checks. The School reserves the right to require satisfactory evidence (such as sight of a passport and/or evidence of address) of the identity of each parent or other person who has signed the Acceptance Form, and any third party proposing to pay the fees or supplemental charges.

(iv) How bursary awards are treated. If your Child has been awarded a bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. **An award may be withdrawn in accordance with or by reference to the terms upon which such an award is made and/or if, in the opinion of the Headmaster, your Child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.** Where it appears likely to the Headmaster that an award may be withdrawn from your Child, you will be notified in advance. If within fourteen days following the withdrawal of a bursary your Child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your Child at the School.

- d) **How fees are charged and payment requirements. Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on 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 3 (c) (i) above). The fees must be paid in full by direct

bank transfer or cheque on or before the first day of the term to which the invoice relates, or by separate arrangement with the Bursar through, for example, the School's Fees in Advance Scheme or the third party-provided School Fees plan. **We may not allow your Child to enter the School if you do not pay on time.**

Payment by instalments. An agreement by the School to accept payment of current and/or past and/or future fees by instalments is concessionary and entirely at the School's discretion and, if agreed, will be subject to separate written agreement(s) between you and the School (signed by the Bursar).

- e) **Payment of supplemental charges.** All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included on the fees invoice or invoiced separately before the start of the next term. **All supplemental charges must be paid in full by direct bank transfer or cheque on or before the first day of the then forthcoming term.**

Please read this next section carefully, it sets out what rights we have, and what action we may take if fees and/or supplemental charges are not paid in accordance with these Standard Terms and Conditions.

- (i) Non-payment of fees: refusal to attend school. We may refuse to allow your Child to attend the School or to withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.
- (ii) Non-payment of supplemental charges; refusal to participate in the relevant activity. We may refuse to allow your Child to participate in the relevant extra-curricular activity while the applicable supplemental charge for that activity remains unpaid.
- (iii) We can notify other educational institutions of your outstanding payments. The School may inform any other school or educational establishment to which the Pupil is to be transferred if any fees or extras of this School are unpaid. The School may also make enquiries of your child's previous school(s) for confirmation that all sums due and owing to such school(s) have been paid.
- (iv) We can charge interest if you pay late. If you do not make full payment to the School by the due date for payment (see Clause 3 (d) and 3 (e) above) 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.
- (v) We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs being costs that would be allowable by the courts if judgment was made in the School's favour).

Please read this next section carefully, it sets our right to increase the fees during the course of your Child's time at the School.

- f) **Our ability to increase the fees. We will review our fees during the course of your Child's education and may increase them. We will try to give as much notice as possible and will always endeavour to give you notice of any increase not later than the final day of the preceding term. If we:**
- (i) give you notice of an increase to the fees before the end of the penultimate term before the increase is to take effect, you will have time to consider the increase and if you wish to withdraw your Child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 4

(a) below; or

(ii) give you notice of an increase in fees which exceeds 6 percent later than the last day of the penultimate term before the increase is to take effect, you will be entitled to withdraw your Child from the start of the following term PROVIDED THAT you give the School notice of the withdrawal within twenty one days from the date when notice of the increase in fees is given. If you provide this notice, you will not need to give a term's notice or pay fees in lieu of notice and will be able to withdraw your Child without being responsible for the fees for the next term.

- g) Fees and supplemental charges will not be reduced due to your Child's absence.** Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise.
- h) How fees are discharged under our Fees in Advance scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School.** Without limiting the effect of the foregoing provisions of this Clause 3, where you and the School have entered into an agreement incorporating the FIA Terms and Conditions such that you have made a capital payment in respect of all or part of the fees due under this contract, the School will administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions. This is provided that you shall meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and extras due in respect of your Child each term under this contract. For the avoidance of doubt, the School shall provide a termly statement of account in respect of the fees and extras and the difference shall be payable in accordance with the terms of this contract. The FIA Terms and Conditions are available from the Bursar's Office.
- i) Our right to allocate payments.** The School shall be entitled to allocate payments made by you to the earliest balance owing on your fees account. In addition, a payment made in respect of one child at the School may be applied by the School to the unpaid account of any other child of yours at the School.

Please read this next section carefully. It sets out what period of notice we require from you if you wish to withdraw your Child from the School or remove your Child from participating in an activity for which there is a supplemental charge.

Due to the termly organisation and allocation of resources, we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given – we refer to the relevant sum as 'fees in lieu of notice'.

4. Notice Requirements

- a) Notice to withdraw your Child from the School. If you wish to withdraw your Child from the School (other than the normal leaving date), you must either give us a clear term's notice to that effect or pay to the School a term's fees in lieu of notice at such a rate as would have been charged for the final term of provision if a term's notice has been given.** This means that if, for example, you wish to withdraw your Child with effect from the start of the autumn term (i.e. at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your Child on or before the first day of the preceding summer term (i.e. the final term of the preceding academic year).
- b) When the relevant amount of fees in lieu of notice must be paid.** The appropriate sum in lieu of notice will become payable by you to us as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.
- c) Giving Provisional notice.** At the Headmaster's discretion, provisional notice may be accepted prior to the anticipated final term of educational provision. Such notice must be given in writing and will be valid

only for the term for which it is given. Where provisional notice is confirmed during the term to which it applies, a term's fees in lieu of notice shall not be payable. Liability for fees and extras incurred during the actual final term of educational provision shall be unaffected.

- d) **Notice to withdraw your Child from participating in an activity covered by a supplemental charge.** If you wish to withdraw your Child from an activity charged for as supplemental, you must either give the required period of notice to that effect or pay to the School as a debt the pre-agreed charges for the activity in which your Child has ceased to participate.
- e) **Withdrawal part-way through the term does not reduce the amount you owe to the School. The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges by withdrawing your Child or by your Child's ceasing to participate in an activity part-way through a term.**

5. School Regulations

- a) **Compliance with our regulations.** It is a condition of remaining at the School that you and your Child comply with the School's Regulations. In particular, you promise to ensure that your Child attends School punctually and that your Child conforms to any rules of appearance, dress and behaviour we may issue (if not already included within the School Regulations). You undertake to abide by the School's dates for terms and holidays when arranging holidays that include your Child.
- b) **Monitoring your Child's email communications, internet use and use of social media. The School reserves the right, subject to the applicable data protection legislation, to monitor your Child's email communication, internet use and use of social media.** We may do this for various reasons, including ensuring compliance with the School Regulations or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

6. Disciplinary Procedures: Suspension, Exclusion and Required Removal

- a) **The Headmaster's discretion to suspend or exclude your Child from the School.** The Headmaster may in his discretion suspend or, in serious or persistent cases, exclude your Child from the School if the Headmaster considers that your Child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your Child and other Children.
- b) **Where you can find examples of offences punishable by suspension or expulsion.** The School's Behaviour Management, Rewards and Sanctions and Exclusions Policy (which is available on the website or by request from the School) sets out examples of offences likely to become punishable by suspension or expulsion. These examples are not exhaustive and the Headmaster may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your Child's record at the School may be taken into account.
- c) **The Headmaster's discretion may require you to remove your Child from the School.** Instead of expulsion or suspension, the Headmaster may in his discretion require you to remove your Child from the School if the Headmaster considers that:
 - (i) your behaviour or conduct (or the behaviour or conduct of one of you) is unreasonable and/or adversely affects (or is likely to adversely affect) your Child's or other children's progress at the School, or the wellbeing of school staff and or brings (or is likely to bring) the School in to disrepute, and/or is not in accordance with your obligations under this contract where we have cancelled the contract under Clause 13 below.
 - (ii) your Child's attendance or progress is unsatisfactory and, in the reasonable opinion of the

Headmaster, the removal is in the School's best interests and/or those of your Child or other children. If this happens, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.

d) What happens if your Child is suspended, excluded or removed from the School.

- (i) Should the Headmaster exercise his right under either Clause 6 (a) or Clause 6(c) (i) above, you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your Child is excluded or suspended and (save in the case of suspension) the deposit will be forfeited meaning that the School will retain the deposit. If you are required to remove your Child from the School as a result of the Headmaster exercising his discretion under Clause 6 (c)(ii) then the deposit will be credited in the usual way (see Clause 2 (c)).
- (ii) If your Child is excluded or you are required to remove your Child from the School, fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term **after** the expulsion/required removal will be refunded.

e) Impact of exclusion or required removal on this contract. Provided that you have paid the School's final invoice, this contract will terminate with immediate effect if your Child is excluded or if you are required to remove your Child from the School.

f) Your right to have disciplinary matters or decisions reviewed. You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Headmaster reviewed. Any such review shall be governed by the Behaviour Management, Reward and Sanctions and Exclusions Policy's Review Procedure. Exclusion on the grounds of unpaid fees is not a disciplinary matter and the right to a Governors' review will not normally arise.

7. The School's Obligations

- a) The period of your Child's schooling.** Subject to these Standard Terms and Conditions, the School will accept your Child as a pupil of the School from the time of joining the School until the end of his Preparatory schooling.
- b) The scope of our duty to exercise reasonable skill and care for your Child's education and welfare.** While your Child remains a pupil of the School, we will exercise reasonable skill and care in respect of his education and welfare. These obligations will apply during school hours and at other times when your Child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of your Child while off the School premises unless he is taking part in a school activity or otherwise under the supervision of a member of School staff.**
- c) Consent to participation in contact sports and similar activities.** Unless you notify us to the contrary, you consent to your Child participating, under supervision in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- d) Consent to travel arrangements.** You consent to your Child travelling by any form of public transport, taxi and/or in a motor vehicle driven by a member of staff or approved parent driver who is duly licensed and insured to drive a vehicle of that type.
- e) What happens if your Child needs urgent medical attention.** If your Child requires urgent medical attention while under the School's care, we will, if practicable, try to obtain your prior consent. **However, if it is not practicable to contact you, we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us that you object to blood transfusions)).**

- f) **Our right to make changes at the School.** Our prospectus describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum, streaming or any manner of providing education for your Child, (including by providing such education remotely (whilst your Child remains at home, for example, where the School is required to close the School premises)).
- g) **We will give you notice of significant changes.** We will give you notice of any changes that we regard as significant to your Child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your Child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 4 (a) above.
- h) **Monitoring your Child's progress at the School.** We will monitor your Child's progress at the School and produce regular written reports. **We will advise you if we have any concern about your Child's progress but we do not undertake to diagnose dyslexia or other conditions.** A formal assessment can be arranged either by you or by the School at your expense.
- i) **Religious observance.** Religious observance at the School will be conducted in accordance with the School Regulations.
- j) **Health and Life Skills.** Unless you have given formal notice in writing that you do not wish your Child to take part in this aspect of the curriculum, all pupils will receive health and life skills education appropriate to his age, in accordance with the curriculum from time to time, which may include sex education.

8. The Parents' Obligations

- a) **We require your cooperation and assistance.** In order to fulfil our obligations, we need your co-operation, including in particular by: fulfilling your own obligations under these Standard Terms and Conditions; encouraging your Child in his studies and extra-curricular commitments; giving appropriate support at home; insisting on good behaviour at all times, including when your Child is travelling to and from School; keeping the School informed of all significant matters which affect your Child; maintaining a courteous and constructive relationship with School staff; providing co-operation with and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that your Child can participate and benefit from the School's provision of education to your Child in accordance with the terms of this contract, including where the School wishes to provide such education remotely; and attending meetings and otherwise keeping in touch with the School where your Child's interests so require.
- b) **Supporting the School in upholding its ethos and principles.** We attach importance to courtesy, integrity, manners and good discipline. You agree to support the School in this. You will seek to ensure that your Child 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 Regulations, including in respect of the wearing of uniform. You also will seek to ensure that your Child will treat the School and members of the School community reasonably. You accept that the life of the School extends well beyond time spent in lessons and that your Child may have commitments to the School at weekends or after School hours. You agree to give your full support to such commitments and agree that your Child will give priority to such commitments.
- c) **You must notify us of your Child's health/medical conditions or special educational needs. It is a condition of your Child's joining the School that you complete and submit to the School a medical questionnaire in respect of your Child. The School may ask you to agree to an examination (if deemed necessary by the School at any time) of your Child by the School's Nurse.** You undertake to inform the

School of any health or medical condition, disability or allergy that your Child has or subsequently develops, whether long-term or short-term, including any infections or injuries that may prevent your Child from taking a full part in the School's academic and sports curriculum and outdoor activities. You must, as soon as possible, disclose to the School in confidence, any history of a learning difficulty on the part of the Pupil or any member of his immediate family, any disability, special educational need or any behavioural, emotional or social difficulty on the part of the Pupil, any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety.

- d) 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 undertake to keep your Child at home and not permit him to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances, we will try to continue providing education to your Child remotely during such period (including for example, by sending you/your Child work assignments electronically or by post).
- e) You must notify us of any special arrangements needed for your Child. You must inform the School of any situations where special arrangements may be needed for your Child, including for their education or welfare.**
- f) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your Child; and provide us with copies of them.** You must inform the School if, at any time prior to or during your Child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your Child's attendance at the School (including its premises) and/or the School's provision of education to your Child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your Child's living and/or contact arrangements; (ii) your Child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).
- g) Notification of your Child's residential arrangements.** If at any time during your Child's time at the School you will be absent from your main residential address, or if your child will be residing other than with a person who has parental responsibility, the Headmaster must be notified in writing immediately and you will nominate a 'responsible adult' for your Child who will be delegated the authority by you to make decisions relating to your Child if the School is not able to contact you in your absence.
- h) We are entitled to expect that Parents have consulted with each other regarding decisions relating to your Child.** You (and each of you as the holders of parental responsibility for your Child) acknowledge and agree that, prior to and during your Child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your Child are concerned. Accordingly, except under Clause (i) below, you (and each of you) accept that the School is entitled to treat:
- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you
 - (ii) any communication from the School to one of you as having been given to both of you.
- i) We are entitled to require that notices of withdrawal must be signed by both Parents. A notice of withdrawal of your Child served under this contract (i.e. under any of Clauses 2 (d), 3 (g), or 4 (a), must be in writing and signed by each of you as the holders of parental responsibility for you Child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the Child have signed such notice).**
- j) You must notify us of your Child's absence from School.** You must notify us of your Child's absence from School. The Headmaster must be informed in writing of any reason for your Child's absence from School.

Wherever possible the School's prior consent should be sought for absence from the School. Additionally, whenever possible, the School should be telephoned or emailed where absence is unforeseen and unavoidable.

- k) **Raising concerns with the School and making formal complaints.** If you have cause for concern as to a matter of safety, care, discipline or progress of your Child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the Schools' website and is otherwise available from the School at any time upon request.

9. Personal Property and Insurance

- a) **Responsibility for personal property.** The Pupil is responsible for the security and safe use of all his 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.
- b) **Your responsibility to make your own insurance arrangements.** You must make your own insurance arrangements if you require cover for your Child's person or property while at School. The School offers an optional School Fees Refund Scheme against long term absence or closure of the School premises. Your Child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees. **You must also maintain adequate insurance against loss of or damage to substantial items of property lent to your Child by the School that are taken off the School premises, and shall be responsible for the security and safety of such items.** Substantial items would include musical instruments, computers and other items of a similar nature. If you are in doubt as to what constitutes a substantial item you should contact the School.

PLEASE READ THIS NEXT SECTION CAREFULLY

Although there will be circumstances when it is appropriate to seek a parental consent, data protection and privacy rights belong to the individual. The law considers that Children of average maturity will, from the age of around 13, have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves and sometimes, but not always, the law may require that the decision of the Child is more important than that of the parent.

In most cases, it will not in fact always be necessary or practical for us to obtain consent for every use we make of personal data of you or your Child. The law recognises this but also requires that we set out clearly what these uses are as far as possible.

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

- a) **We may provide a reference 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. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on his ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or your Child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- b) **We will need to use information relating to your Child, and to you, for certain purposes connected with the running of the School.** This will include name, contact details, school records, photographs and video recordings, both whilst your Child is at the School and after he has left, for the purposes of:
 - (i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
 - (ii) promoting the School to prospective parents/pupils to include the use of photographs and video

- recordings;
- (iii)** publicising the School's activities; and
- (iv)** communicating with the School community and the body of former pupils.

In respect of (ii), (iii) and (iv), 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, the School's Annual Review, the School's social medial channels, blogs and reports in the press celebrating the achievement of individuals and groups, including (where appropriate) identification by name.

- c) You are required to update us of changes to information held, or in circumstances relating to, you and/or your Child. You must:**
- (i) confirm (or update if necessary), when requested, such information (and/or documentation) about or relating to you and/or your Child that is held by the School.
 - (ii) inform the School of any change to you or your Child's circumstances (including, where applicable, in connection with your Child's entitlement to enter, reside and/or study in the United Kingdom), or to information about or relating to you or your Child that has previously been notified to the School, including relevant contact details.
- d) We will send information (e.g. school reports) about your Child to both of you as a matter of course.** You agree that those persons who have parental responsibility for your Child are entitled to receive certain information about your Child from the School (including school reports, correspondence and other materials relating to his progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998 (as amended or superseded)).
- e) Data Protection Law.** The School will process personal data about you and your Child in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25th May 2018 the General Data Protection Regulation) and other related legislation. We will process such personal data:
- (i)** as set out in this clause 10, and the School's Data Protection Notice which is available on the School's website or on request from the school, as may be amended from time to time
 - (ii)** in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement
 - (iii)** to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

11. Intellectual Property Rights

Recognising these rights. The School reserves all rights and interest in any Intellectual Property vesting in the School, including (for the avoidance of doubt) Intellectual Property in the works of its employees and works jointly created by its employees with your Child. You agree on behalf of your Child that the School may use, reproduce, and distribute for any purpose (including commercial purposes) any works created or jointly created by your Child as part of School activities, including after your Child has left the School. We shall acknowledge and allow to be acknowledged your Child's role in the creation and/or development of Intellectual Property.

12. Changes in Ownership, etc.

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

PLEASE READ THIS NEXT SECTION CAREFULLY

It sets out the rights we have, and that you have, to cancel this contract early, that is, before the normal leaving date for the end of your Child's schooling).

13. Ending this Contract

- a) **Our rights to end the contract.** The School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees to you, if:
- (i) you do not make a payment to us when it is due and you still do not make payment with fourteen days of us reminding you that such payment is due.
 - (ii) your Child is expelled from the School
 - (iii) you are required to remove your child from the School, including circumstances where you (as opposed to your Child) act in such a way as to give the Head cause to require you to remove your child from the School under Clause 6 (c) (i) of this contract.
 - (iv) 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).
 - (v) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your Child and/or fail or refuse to complete and submit a parental absence form
 - (vi) you (or either of you):
 - a. are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract.
 - b. are otherwise or unable to pay your debts as they fall due
 - c. are the subject of a bankruptcy petition or order
 - d. you enter into an individual voluntary arrangement; or
 - (vii) 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 Headmaster's reasonable discretion, the School is not able to provide or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.
- b) **Your rights to end the Contract.** You may end this contract at any time by notice in writing to the School if:
- (i) you have a legal right to end the contract because we have not complied with (i.e. breached) our obligations under this contract.
 - (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- c) **When this contract will end if not terminated early.** For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or the end of your Child's schooling, whichever is later.
- d) **Ending the Contract will not affect any accrued rights.** Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.

14. Events outside of our, or your, control

- a) **What we mean by an 'event outside of our/your control'.** We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease,

terrorist attack, chemical or biological contamination. In the remainder of this Clause 14, we shall refer to these as an 'event'.

- b) What happens if we are affected by an event outside of our control.** If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extend 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 (and subject to Clause 14 (c)) 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 and in the circumstances, the School shall try during the continuance of the event to continue to provide educational services (including providing appropriate educational services remotely).
- c) Circumstances in which we may refund fees to you.** If the School is wholly unable to perform its obligations under this contract for a continuous period of more than fourteen consecutive days, you shall not be required to pay the fees for the period of the term affected, prorated proportionately. Accordingly, and as the case may be, if the fees for the period of the term affected:
- (i) have already been paid, then you will be refunded such proportion of the fees, or
 - (ii) have not been paid because the period of the term affected includes the first day of the term (and fees only became due on the first day of the term) then you shall not be required to pay such proportion of the fees.
- If (ii) above applies, then the balance of the fees for the term affected shall be paid by you to the School on the date when the School resumes performance of its obligations under this contract.
- d) Events lasting more than 6 months.** If the School is prevented from performing all of its obligations as a result of an event for a continuous period of more than six 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 by giving written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- e) What happens if your Child is affected by an event outside your control.** Subject to Clause 3 (h), if your Child is unable to attend (or is likely not to be able to attend) the School due to reasons caused by an event, you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- (i) In consultation and cooperation with the School, you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances, and resume the performance of the obligations as soon as reasonably possible.
 - (ii) In circumstances where, following the efforts made and steps taken under (i) above, your Child is not able to participate and benefit from any level of provision of education by the School then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, prorated accordingly), during the continuance of the event.
 - (iii) If the event continues to prevent your Child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months, you shall discuss with the School a solution by which this contract may be performed, and following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

15. Communications between you and the School

- a) **Notices must be in writing.** All notices required to be given under these Standard Terms and Conditions must be given in writing.
- b) **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.**
- c) **How to provide written notice to the School.** Notices that you are required to give under these Standard Terms and Conditions must be **in writing** addressed to the Headmaster and either:
 - (i) **sent by an email to the School using registrar@lochilverhouse.com;**
 - (ii) **delivered by hand to the School;**
 - (iii) **sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or**
 - (iv) **otherwise sent to the School's address by first or second class post.**

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 2, 3 (g), or 4 (a) of these Standard Terms and Conditions, you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term time) and two weeks (during a school holiday period) after sending the notice.

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

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

17. Changes to these Standard Terms and Conditions

Reserving the right to change these Standard Terms and Conditions. We reserve the right to change or add to these Standard Terms and Conditions from time to time for legal, safety or other substantive reasons 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.