

November 2018

CROSFIELDS SCHOOL - PARENT CONTRACT

SENIOR SCHOOL - TERMS AND CONDITIONS

1. Definitions

(a) In these Terms and Conditions:

"Award" means as defined in section 3(e);

"Entrance Form" means the form provided by the School for Parents to complete when accepting a place for their child at the School;

"Child" means the child named on the Entrance Form;

"the Complaints Procedure" is the School's procedure for handling complaints from Parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School;

"Deposit" means the sum set out in the Schedule of Fees as amended from time to time and available on the School's website;

"Entry" occurs on the date when the Child attends the School for the first time under these Terms and Conditions;

"Head" means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"Code of Conduct" means the rules of the School, a copy of the current version of which is provided to each Child on entry and is sent to Parents with the letter offering a place at the School, as those rules 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;

"Term" means the period between and including the first and last days of the relevant school term;

"Terms and Conditions" means these terms and conditions as amended from time to time;

"We" or the "School" means Crosfields School Trust Limited as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee. The School is currently registered as an independent co-educational day school for pupils aged 3 to 13 years. Subject to the School obtaining the required approval We will begin a period of transition from the start of the academic year 2021/22 to become a school for pupils aged 3 to 16 years from the start of academic year 2023/24 which will comprise a Prep School for pupils aged 3 to 11 years and a Senior School for pupils aged 11 to 16 years;

"You" or the "Parents" means each person who has signed the Entrance Form as parent or guardian of a Child or a person who with the School's written consent replaces a person who has signed the Entrance Form.

- (b) The letter of offer, Entrance Form, the Schedule of Fees and these Terms and Conditions form the basis of a legally binding contract between You and **Crosfields School Trust Ltd** for the provision of educational services. It is not intended that the terms of the contract shall be enforceable by your Child or by any other third party.

2. Acceptance and Cancellation

- (a) An offer of a place for your Child at the School is accepted by You submitting the Entrance Form and paying the Deposit. If the Child is entering Year 7 at the Senior School from Crosfields Prep School the Deposit paid in respect of the Prep School place will be applied to the Senior School Deposit and the Parents shall be required to pay the balance of the Senior School Deposit when they accept the offer of a place. Please also see clause 2(d) below.
- (b) The Deposit will form part of the general funds of the School until it is credited without interest against the final payment of the Fees or other sums due to the School after your Child has left the School.
- (c) **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Child enters the School or where the Child does not enter the School.
- (d) **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 Entrance Form. In such circumstances the Deposit will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.
- (e) **Cancelling acceptance:** The Cancellation of the 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. Nonetheless, the School agrees to limit the liability of the Parents to:
 - (i) one Term's Fees at the rate payable for the Term of Entry, less the Deposit, payable as a debt if less than a Term's Written Notice of Cancellation has been given; or
 - (ii) the Deposit if more than a Term's Written Notice has been given.

Cases of serious illness or genuine hardship may receive special consideration on written request.

- (f) **Cancelling a place offered in the Term before Entry:** Save where clause 2(d) applies, 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 signature on the Entrance Form. The 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 Deposit, payable as a debt.

3. School Fees

- (a) Fees may include alone or in combination any of the Registration Fee, the Deposit, tuition fees, fees for extra tuition, public examination charges, other extras such as clothing and equipment, photographs or other items ordered by the Parents or the Child or charges arising in respect of educational visits, or damage where the Child 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), or bank charges arising from default in Fees payment or late payment charges if incurred.
- (b) Private music lessons and certain extra-curricular sports and other activities may be subject to separate agreements between Parents and the providers of these services.
- (c) Each person who has signed the Entrance Form is jointly and severally liable for the whole of the Fees due. The persons who have signed the Entrance Form remain liable to the School for the whole of the Fees, unless the School has agreed in writing to look exclusively to any other person or organisation for payment of the Fees or any part of them.
- (d) Where two Parents have signed the Entrance Form, one of them may withdraw from the contract with the School by submitting a Term's Notice provided they have obtained the prior written consent of both the School and the remaining Parent.
- (e) In the event that your Child is awarded a bursary or scholarship ("Award"), your liability will be for the amount of Fees due after taking account of that Award. An Award may be withdrawn if, in the opinion of the Head, your Child's attendance, progress or behaviour no longer merits the continuation of the Award but 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. You shall be notified in advance where it appears likely to the Head that an Award may be withdrawn from your Child. If, within 14 days following the withdrawal of an Award, a Child is withdrawn from the School, no Fees in lieu of notice will be payable.
- (f) Each invoice for Fees must be paid in full before the first day of Term to which such Fees apply.
- (g) Fees may be paid monthly via a third party schools fees credit provider which has been approved by the School. Please contact the School's Bursar for details.
- (h) The School reserves the right to exclude the Child on three days' written notice if Fees are overdue for payment. If the Child 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 clause 4. The School may withhold any

information, character references or property while Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Child.

- (i) In the event that Fees have not been paid in accordance with section 3(f) the School may charge interest on the outstanding balance. The rate of interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be 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, disbursements 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.
- (j) Fees are reviewed annually and are subject to increases from time to time. If less than a term's notice is given of a fee increase of greater than 8%, notice of withdrawal given within 21 days after notice of the increase was received will not incur a term's fees in lieu of notice and the Deposit will be refunded without interest.
- (k) Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund, Fees will not be refunded or waived if:
 - (i) the Child is absent through illness; or
 - (ii) a Term is shortened or a vacation extended; or
 - (iii) the Child is released home before or after public examinations or otherwise before the normal end of a Term; or
 - (iv) the School is temporarily closed due to adverse weather conditions; or
 - (v) for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

See also clause 14 for information about events beyond the control of the parties.

- (l) 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.
- (m) An agreement with a third party (such as an employer, grandparent, step-parent without parental responsibility or third party credit provider) 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.

4. Notice Requirements

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

- (i) both Parents; or
- (ii) one of the Parents with the prior written consent of the other parent; and
- (iii) any other person with Parental Responsibility

before the first day of Term addressed to and received by the Head personally or the Bursar on the Head's behalf. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Child.

(b) 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:

- (i) the Parents wish to cancel the place after acceptance; or
- (ii) the Parents wish to withdraw the Child who has entered the School at any stage; or
- (iii) the Child will not return for the following academic year even if he / she has achieved the criteria for progression.

(c) 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 bursary or scholarship or other award or concession. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.

(d) Withdrawal: means the withdrawal of the Child from the School by the Parents or the Child with or without Notice required under these Terms and Conditions at any time after the Child has entered the School. Please see clause 1(a) for details of when Entry to the School occurs. See also clause 3(h) and clause 4(e).

(e) Withdrawal by the Parents: If the Child is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 3(j), Fees in lieu of notice less the Deposit will be due and payable as a debt immediately.

(f) Prior consultation: It is expected that the Parents, or duly authorised education guardian, will consult personally with the Head or with the Head's authorised deputy before Notice of Withdrawal is given by the Parents.

(g) Moving up the School: It is currently assumed that if the Child satisfies the relevant criteria at the time he / she will progress through the School and will ultimately complete Year 8. From the start of the academic year 2021/22 the assumption will be that the Child will progress to complete Year 11 in the Senior School. The Parents will be consulted before the end of the Spring Term if there appears to be any reason why the Child may be refused a place at the next stage

of the School. The Parents must give a Term's Notice in writing (i.e. before the start of the Summer Term) in accordance with the provisions about notice above if they do not intend the Child to proceed to the next stage of the School, or a term's Fees in lieu of Notice will be payable.

- (h) Discontinuing extra tuition: Except where clause 4(i) below applies, one half of a Term's Written Notice is required to discontinue extra tuition or one half a Term's Fees for the extra tuition will be immediately payable in lieu as a debt. Please note that extra tuition may be subject to separate agreements between the Parents and the provider of the activity. The Terms and Conditions of any such agreements will take precedence over these Terms and Conditions.
- (j) Discontinuing music tuition: One Term's Written Notice is required to discontinue music tuition or one Term's Fees for the music tuition will be immediately payable in lieu as a debt.

5. Behaviour and Discipline

- (a) It is a condition of remaining at the School that your Child complies with the Code of Conduct as amended from time to time. In particular You undertake to ensure that your Child attends School punctually and that your Child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) The School may undertake drugs testing of pupils in accordance with its drugs policy. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils. A sample or test in these circumstances will not form part of the Child's permanent medical record.
- (c) The School reserves the right, subject to applicable data protection legislation, to monitor your Child's email communication and internet and mobile electronic device use for the purpose of ensuring compliance with the Code of Conduct.

6. Disciplinary Procedures

- (a) The Head may at his/her discretion require You to remove or may suspend or, in serious or persistent cases, expel your Child from the School if s/he considers that your Child's attendance, progress or behaviour (including behaviour outside School) is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your Child or other children.
- (b) The Head may at his/her discretion require You to remove or may suspend or, in serious or persistent cases, expel your Child if the behaviour of one or both Parents or other member of the Child's family is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely the Child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) Should the Head exercise his/her right under sub-clause 6(a) or 6(b) above You will not be entitled to any refund or remission of Fees due (whether paid or payable) and the Deposit will be forfeited. However, in such circumstances Fees in lieu of notice will not be payable.

- (d) The Behaviour Policy sets out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous cumulative misbehaviour. All aspects of the Child's record at the School may be taken into account.
- (e) The School will act in a way, which is fair in all the circumstances when taking decisions under this Clause 6. Any review of disciplinary matters will be in accordance with the Complaints Procedure.

7. The School's Obligations

- (a) While your Child remains a pupil of the School, We undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during School hours and at other times when your Child is permitted to be on School premises or is participating in activities organised by the School.
- (b) In accordance with the law, We will not subject your Child to corporal punishment. You consent to such physical contact with your Child as appropriate for proper teaching or instruction, for providing comfort to your Child if in distress or in connection with his / her safety or welfare or to maintain good order and discipline. You also consent to your Child participating, under proper supervision, in contact sports and in other normal sports and activities, which may entail some risk of physical injury.
- (c) If your Child requires urgent medical attention while under the School's care, We will if practicable attempt to obtain your prior consent. However, should We be unable to contact You We shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- (d) We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed Entrance Form to the School.
- (e) We shall monitor your Child's progress at the School and produce regular written reports. The School shall do all that is reasonable 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. A formal assessment can be arranged either by You or by the School at your expense.
- (f) The Parents shall notify the School if they are aware or suspect that the Child (or anyone in his or her immediate family) has a learning difficulty and the Parents

must provide the School with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Child, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Child (where appropriate), the School is unable to provide adequately for the Child's special educational needs. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.

- (g) Religious observance at the School shall be conducted in accordance with its Christian ethos.

8. The Parents' Obligations

- (a) 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. 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. If the School so requires due to a health risk either presented by your Child to others or presented to your Child by others or by reason of a virus, pandemic, epidemic or other health risk, You undertake to keep your Child at home and not permit him/her to return to the School until such time as the health risk has been averted.
- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your Child.
- (c) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Entrance Form as having been given on behalf of both or all such persons. This requirement does not apply to the giving of notice for the cancellation of the place or the withdrawal of the Child from the School. Those persons who are required to consent to or to give notice of cancellation or withdrawal are set out in clause 4(a).
- (d) The Head must be informed in writing of any reason for your Child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (e) We cannot accept any responsibility for the welfare of your Child while off the School premises unless he or she is taking part in a School activity or otherwise under the supervision of a member of the School staff.
- (f) 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 delay. Complaints should be made in accordance with the Complaints Procedure.
- (g) In order to fulfil our obligations, We need your co-operation, in particular by: fulfilling your own obligations under these Terms and Conditions; encouraging your Child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your Child; maintaining a courteous and constructive relationship with School staff; and attending meetings and

otherwise keeping in touch with the School where your Child's interests so require.

9. Insurance

- (a) You must make your own insurance arrangements if You require cover for your Child's person or property while at School. Your Child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees and the details of which are available from the School's Bursar on request.

10. Confidentiality and References

- (a) You acknowledge that We may supply information and a reference in respect of your Child to any educational institution, which it is proposed that your Child may attend in the future. Any reference supplied by us shall 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/her ability, aptitude for certain courses and character is fair. However, We cannot be liable for any loss You or your Child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.

11. Intellectual Property Rights

- (a) **School's intellectual property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark (**intellectual property**) arising as a result of the actions or work of the Child in conjunction with any member of staff and / or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Child's role in the creation / development of intellectual property.
- (b) **Child's intellectual property:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Child, to the School retaining the Child's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Child. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Child's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Child by factors outside the direct control of the Head or staff.

12. Changes in Ownership and Consultation

- (a) The School, as any other, is likely to undergo a number of changes during the period of this agreement. 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.
- (b) **Consultation:** It is not practicable to consult with the Parents and the Child 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 at least a Term's notice in writing of:

- (i) a change of ethos or culture; or
- (ii) a change in any physical aspect of the School which would have a significant effect on the Child's education or pastoral care; or
- (iii) a change of ownership of the School.

13. Termination by the School

- (a) The School may terminate this agreement on one Term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and consultation with the Parents and also the Child (if of sufficient maturity and understanding). The Deposit will be refunded without interest less any outstanding balance of Fees. The School may terminate this agreement immediately where the Child does not have the appropriate immigration permission to live in the United Kingdom and study at the School.

14. Force Majeure

- (a) 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.
- (b) Notification: If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations 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.
- (c) Continued force majeure: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 14(b) shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- (d) Termination: If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 14(b) may terminate this contract by providing at least three working days' notice in writing to the other party.

15. Communications

- (a) All notices required to be given under these Terms and Conditions must be given in writing (including electronic mailing). You undertake to notify the School of any change of address of any person who has signed the Entrance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that You are required to give under these Terms and Conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

16. Data Protection

- (a) The School has a privacy policy which explains how We will use the Parent's and the Child's personal data. The privacy policy is published on the School's website. The Parents must read the privacy policy in full before signing the Entrance Form. As the Child is going to enter Year 7 or above the Parents must show the Child a copy of the privacy policy and discuss it with him / her before accepting the offer of a place.

17. Social Media

- (a) The Parents and the Child are strongly discouraged from posting comments about the School, its staff, or pupils on any form of social network media which the School deems to be inappropriate. In the event that Parents have any concerns, the School has a formal Complaints Procedure policy, a copy of which is available to download on the School's website, and this should be followed.

18. Interpretation

- (a) These Terms and Conditions supersede any previously in force and will be construed as a whole. Headings in these Terms and Conditions are for ease of understanding only and do not form part of these Terms and Conditions.

19. Jurisdiction and Governing Law

- (a) The contract between You and the School together with each matter relating to the provision of educational services by the School is governed exclusively by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

20. Variations

- (a) We reserve the right to change or add to these Terms and Conditions and the Schedule of Fees from time to time.