



KEW COLLEGE PREP

TERMS AND CONDITIONS

A Introduction

- 1 **These Terms and Conditions** reflect the custom and practice of independent schools for many generations and together with:
 - the letter of offer;
 - the conditions of award if applicable;
 - the acceptance form; and
 - the fees list

they form the basis of a legally binding contract for educational services. Please read these terms carefully before you accept our offer of a place at the School for your child. 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 Kew College Prep.
- 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.
- 3 **Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out at **Sections D & I** below.
- 4 **Managing Change:** Kew College Prep, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see **Section K** for further details of the changes that may be made and the consultation and notice procedures that will apply.

B Terminology

- 5 "**The School**"/"**We**"/"**Us**" means Kew College Prep as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee regulated by its Memorandum & Articles of Association.
- 6 "**School Governors**"/"**Governing Body**": means the Governors (and Directors) 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.
- 7 "**The Head**": means the Head of the School as appointed by the School Governors. The Head is responsible for the day-to-day running of the School.
- 8 "**The Parents**"/"**You**": means each person who has signed the Acceptance Form. The 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, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party. Please also see clause 17 and clause 109.
- 9 **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 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 interests and welfare and best interests of the Pupil.
- 10 "**The Pupil**": means the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with UK custom.

C Admission and Entry to the School

- 11 **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-returnable 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 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.
- 12 **Equal Treatment:** Kew College Prep is a mainstream day school for boys and girls aged from 3 - 11 years. Kew College Prep 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.
- 13 **Offer of a Place and Deposit:** A deposit (**Acceptance Deposit**) as shown in 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 payment of Fees or other sums due to the School on leaving, unless stated otherwise in these terms and conditions or unless the Parents wish to donate the Acceptance Deposit to the School's Foundation. Please also see clause 91 below.
- 14 **Immigration:** The School does not hold a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Head when returning a completed registration form or at any other time if their child does not have the right to live and study in the United Kingdom. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at the School.

D Fees

- 15 **Fees:** may include alone or in combination any of the Registration Fee; Acceptance Deposit; tuition 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, and 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), bank charges arising from default in Fees payment or late payment charges if incurred.
- 16 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees or where otherwise stated in the letter of offer, 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 that bill must be paid. The School is unable to accept payment of Fees in cash.
- 17 **Payment of Fees by a third party:** 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. If a Parent is not paying the fees themselves, a Third Party payment letter should be requested from the Registrar. The School reserves the right to refuse a payment from a third party.
- 18 **Indemnity:** If the School is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.

- 19 **Refund or Waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded reduced or waived if:
- the Pupil is absent through sickness; or
 - a Term is shortened or a vacation extended; or
 - the Pupil is released home after public examinations or otherwise before the normal end of a Term; or
 - the School is temporarily closed due to adverse weather conditions; or
 - for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

See also Section J for information about events beyond the control of the parties.

- 20 **Exclusion for Non-Payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. 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 I. 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 but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil.
- 21 **Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, 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, 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.
- 22 **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.
- 23 **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.
- 24 **Instalment Arrangements:** An agreement by the School to accept payment of current and / or past and / or future Fees by instalments is concessionary and will be subject to separate agreement/s between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
- 25 **Composition Schemes:** An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
- 26 **Scholarships & Bursaries:** Every scholarship, exhibition, 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 its staff reasonably. The terms on which such awards are offered and accepted will be notified to the Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any Bursary or other concession is calculated or assessed.
- 27 **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the School written notice of withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of notice and the Acceptance Deposit, will be refunded without interest less any sums owing to the School.
- 28 **Information about fees:** The Parents' consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also

consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.

- 29 **Anti-Money Laundering:** 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.

E Educational Matters

- 30 **Provision of education:** The School 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. The School will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve his/her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 31 **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 Head, is most appropriate to the School community as a whole. We will endeavour to inform the Parents of changes and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of their child's education or progress they should contact their child's teacher, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.
- 32 **Progress Reports:** The School monitors the progress of each pupil and reports regularly to Parents by means of full written reports and parent evening consultations.
- 33 **Sex Education:** 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 their child to take part in this aspect of the curriculum.
- 34 **Public Examinations:** The Head may, after consultation with Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his/her teachers.
- 35 **Reports and References:** Information supplied to Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 36 **Learning Difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered 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.
- 37 **Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. 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.
- 38 **Information about Learning Difficulties:** The Parents shall notify the Head in writing if they are aware or suspect that the Pupil (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 Pupil, 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 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.

- 39 **Moving up the School:** It is assumed that if the Pupil satisfies the relevant criteria at the time he/she will progress through Kew College Prep and will ultimately complete Year 6. The Parents will be consulted before the end of the Spring Term if there appears to be any reason why the Pupil 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 (in Section I) if they do not intend the Pupil to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.**
- 40 **School's Intellectual Property:** Where the Pupil, in conjunction with any member of staff, creates anything (including a work, a design, an invention, a database, a trademark or goodwill) (a Work) in respect of which any intellectual property (including copyright, design rights, patents, database rights or the right to sue for passing off) (Intellectual Property Rights) exist, the School reserves all its Intellectual Property Rights in respect of that Work.
- 41 **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 the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. 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 Head and staff.
- 42 **Educational Visits:** A variety of educational visits will be provided for the Pupil. By signing the Acceptance Form or agreeing to be bound by these terms and conditions the Parents' consent to the Pupil taking part in any educational visit. Educational visits which:
- the Parents are charged more than £10;
 - require overseas travel; or
 - involve an overnight stay; or
 - occur during a weekend or School vacation; or
 - involve some element of high risk or adventure activity
- will be the subject of a separate agreement with Parents. The cost of such a visit will be payable in advance. The Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit. 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, will be added to the fees invoice. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue fees remain unpaid.

F Pastoral Care

- 43 **The School's Commitment:** We will 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 our School community and the rights and freedoms of others.
- 44 **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 can be supplied on request. **See also clause 84 below.**
- 45 **Pupil's Rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with his / her parents. If a conflict of interests arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 46 **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare. Please see section G.
- 47 **Ethos:** The ethos of the School is to foster good relationships between members of the staff, the pupils themselves and between members of the 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.

48 **Physical Contact:** The Parents consent to such physical contact with the Pupil:

- as may accord with good practice; or
- as may be appropriate and proper for teaching and instruction; or
- for providing comfort to the Pupil in distress; or
- 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 and extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

49 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:

- any known medical condition, health problem or allergy affecting the Pupil
- any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family
- any disability, special educational need or any emotional, behavioural and/or social difficulty on the part of the Pupil
- any family circumstances or court order which might affect the Pupil's welfare or happiness
- any concerns about the Pupil's safety
- any change in the financial circumstances of the Parent in receipt of a bursary from the School.

50 **Confidentiality:** The Parents authorise the Head 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 monitor the Pupil's use of:

- e-mail;
- the internet, and;
- mobile electronic devices.

See also the School's policy on acceptable use of IT and e-mail.

51 **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head 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. The Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or of the School community.

52 **Leaving School Premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if he/she leaves School premises in breach of School Rules.

53 **Residence During Term Time:** The Pupil is required during term time and at weekends and half term, to live with a parent or legal guardian or with an education guardian acceptable to the School. The Head 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 his / her education guardian.

54 **Communication with the 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. We are entitled to expect that Parents have consulted with each other regarding decisions relating to the Pupil for which they have Parental Responsibility. This requirement does not apply to the giving of notice for the cancellation of a place or the withdrawal of the Pupil from the School. Those persons who are required to consent to or to give notice of cancellation or withdrawal are set out in Section I.

- 55 **Absence of the Parents:** When both the Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.
- 56 **Education Guardians:** The Parents if resident outside the United Kingdom must before Entry appoint 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 he / she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. 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. The Parents shall immediately on appointment 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.
- 57 **Photographs or images:** Certain uses of images are necessary for the ordinary running of the School; other uses are in the legitimate interests of the School and its community and unlikely to cause any negative impact on Pupils. The School is entitled lawfully to process such images and take decisions about how to use them, subject to any reasonable objections raised.
- Shortly after entry to the School, Parents are invited to consent to the School using images of a Pupil for whom they are responsible, via the School's Management Information System. A Parent can change their level of consent at any time by updating their consent on the School Management Information System, contacting the Registrar in writing or completing a "Pupil Image Authorisation Form" available at the School office. The School will then cease using images of the Pupil in respect of categories for which consent is no longer given.
- 58 **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 Head in writing, requesting an acknowledgment of their letter.
- 59 **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.
- 60 **Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property including money, mobile electronic devices, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.
- 61 **Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.
- 62 **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.

G Health and Medical Matters

- 63 **Medical Declaration:** Parents will be asked to complete a form of medical declaration concerning the Pupil's health and must inform the Head 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 anyone with an infectious or contagious disease.
- 64 **Medical Care:** Parents must comply with the School's recommendations, which may include a reasonable decision to release the Pupil home or to his / her education guardian when he / she is unwell.

- 65 **Pupil's Health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement in the interests of the child and/or the School community. If the Pupil is of sufficient age and maturity they are entitled to insist on confidentiality which can nonetheless be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.
- 66 **Medical Information:** Throughout the Pupil's time as a member of the School, the School shall have the right to disclose confidential information about the Pupil if 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.
- 67 **Emergency Medical Treatment:** If a Pupil requires urgent medical attention while under the School's care, we will if practicable try to contact the Parents to obtain prior consent. The Parents authorise the Head to consent on behalf of the Parents to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person necessary for the Pupil's welfare and if it is not practical to contact the Parents, or the Parents cannot be contacted in time.

H Behaviour and Discipline

- 68 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head 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.
- 69 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The 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.
- 70 **School Rules:** The School rules which apply are set out in the Parent Handbook and other documents published from time to time. The Parents are requested to read these documents carefully, and where appropriate to discuss them with the Pupil before they accept the offer of a place.
- 71 **School Discipline:** The Parents accept the authority of the Head and of other members of staff on the Head'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 disciplinary policy which is current at the time applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.
- 72 **Investigative Action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by the Parents, education guardian or a teacher of the Pupil's choice.
- 73 **Procedural Fairness:** Investigation of a complaint 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. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his / her choice.
- 74 **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 Head has acquired during an investigation.
- 75 **Sanctions:** The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. Those 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, suspension, or alternatively being removed or expelled.

76 **Definitions of sanctions:** The definitions in this clause apply in these terms and conditions

- **Expulsion:** means that the Pupil is required to leave the School permanently in circumstances described in clause 77.
- **Removal:** means that the permanent removal of the Pupil from the School is required in circumstances described in clause 79.
- **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 94.

77 **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 Head shall act with procedural fairness in all such cases. The Head's decision to expel shall be subject to a Governors' Review if requested by the Parents. Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review (see "Governors' Review" below).

78 **Fees following Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms, but the unspent balance of any lump sum prepayment will be refunded without interest. 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.

79 **Removal in other Circumstances:** The Parents may be required to Remove the Pupil, permanently from the School if, after consultation with the Parents, and if appropriate the Pupil, the Head is of the opinion that:

- by reason of the Pupil's conduct or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School, or
- if the Parents have treated the School or members of its staff unreasonably, then

in these circumstances, and at the sole discretion of the Head, Withdrawal of the Pupil may be permitted as an alternative to Removal being required. The Head 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 Head's decision to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See 'Governors' Review' below.

80 **Fees Following Removal:** If the Pupil is Removed or Withdrawn in the circumstances described above, the provisions relating to Fees shall be as set out in clause 78, save that the Acceptance Deposit will be refunded in full without interest, less any sums owing to the School.

81 **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.

82 **Governors' Review:** The Parents may request a 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 11 School days or more, or would prevent the Pupil taking a public examination). **The request shall be made as soon as possible and in any event within seven days of the decision being notified to the Parents.** The Parents will be entitled to know the names of the Governors who make up the Review Panel and may ask for the appointment of an independent panel member nominated by the School and approved by the Parents, such approval not to be unreasonably withheld.

83 **Review Procedure:** The Head will advise the Parents of the procedure (current at that time) under which such a Governors Review will be conducted by a panel of three Governors (or by a panel of two Governors and an independent member if requested). If 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 Head. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

- 84 **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to expel or remove the Pupil must be made in accordance with the School's published complaints procedure, which is available on the School website. Every reasonable complaint shall receive fair and proper consideration and a timely response.

I Provisions About Notice

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

- 86 **Notice:** means (unless the contrary is stated in these Terms and Conditions) a Term's Written Notice given by both Parents. **A Notice of withdrawal must be in writing and signed by each Parent and any other person with Parental Responsibility for the Pupil (and the School shall be entitled not to accept such notice unless and until all holders of Parental Responsibility for the Pupil have signed such notice).**

The Notice must be given before the first day of a Term, addressed to and received by the Head personally or signed for by the Head's secretary or the Bursar or Deputy Head on the Head's behalf. It is expected that Parents will consult with the Head 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.

- 87 **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
- the Parents wish to withdraw the Pupil who has entered the School; or
- the Pupil will not return for the following year even if he / she has achieved the required grades.

- 88 **Provisional notice:** is valid only for the Term in which it is given. Provisional Notice must be given in written and received by the Head personally or the Head's deputy duly authorised for this purpose.

- 89 **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, exhibition, 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.

- 90 **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 11 for details of when Entry to the School occurs.

- 91 **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.

- 92 **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. A genuine pre-estimate of loss is fees for between one and five years. Nonetheless, the School agrees to limit the liability of the Parents to:
- one Term's Fees at the rate payable 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 unless the place is filled immediately and without loss to

the School if less than a Term's Written Notice of cancellation has been given; or the Acceptance 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.

- 93 **Cancelling a place offered in the Term before Entry:** Save where clause 91 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 the acceptance form. The Acceptance Deposit will be 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.
- 94 **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 11 for details of when Entry to the School occurs. Please see also clause 20, clause 95 and clause 96.
- 95 **Withdrawal by the 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 20, Fees in lieu of notice less the Acceptance Deposit will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School.
- 96 **Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents.
- 97 **Prior Consultation:** It is expected that the Parents or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before Notice of Withdrawal is given by the Parents.
- 98 **Discontinuing Extras:** 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.
- 99 **Termination by the School:** The School may terminate this agreement on one Term's notice in writing sent by ordinary post. The School would not terminate this agreement without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees.

J Events beyond the control of the Parties

- 100 **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.
- 101 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, it shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 102 **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 101 above shall notify the other of the steps to be taken to ensure performance of this Agreement.
- 103 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 101 may terminate this contract by providing at least three working days' notice in writing to the other party.

K General Contractual Matters

104 **Data Protection:** The School will process personal data about the Parents and/or the Pupil in accordance with the General Data Protection Regulation, Data Protection Act 2018 (as each is amended or superseded), and other related legislation. We will process this data:

- in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement
- to provide a reference for a Pupil
- to perform our obligations under this contract, and where deemed necessary for the legitimate purposes of the School

Further information about how the School processes personal data is set out in the School's *Privacy Notice*, which is on the School's website and is available from the School at any time upon request.

105 **Change:** This School, as any other, is likely to 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.

106 **Consumer rights:** Care has been taken to use plain language 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.

107 **Consultation:** It is not practicable to consult with the 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 provided with reasons for the change and where possible given at least a Term's notice in writing of: a change of ethos and culture, a change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care, or a change of ownership of the School.

108 **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 / 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 acceptance form to the School.

109 **Third Party Rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to it and shall not have any rights to enforce any term of it.

110 **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 these Terms and Conditions.

111 **Jurisdiction:** This contract was made at the School and 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.

Kew College Prep: a company limited by guarantee
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Registered Charity No: 286059