



# HUNTER HALL

PREPARATORY & PRE-SCHOOL

## ADMISSIONS POLICY



Implemented	March 2010	AT
Reviewed and amended	March 2015	DV / JC
Governor Approved	March 2015	MB (Chairman)
Reviewed	Sept 2017	DV/OC/
Approved	Sept 2017	PK (Chairman)
Reviewed	April 2019	DV/OC
Approved	May 2019	NH (Acting chair)
Reviewed	March 2022	DV/AF
Approved	March 2022	NH

## ADMISSIONS POLICY

There are no formal entrance examinations at Hunter Hall School. We prefer to meet each child individually, and to invite them to spend a day with us to ensure that the School, the parents and the child are confident that their educational needs can be met.

Our aim is to welcome applications from any child, regardless of sex, disability, nationality, religion, sexuality or race so long as entrance criteria, where appropriate are met, and we are confident that we can support a child's educational needs.

Pupils with specific learning difficulties may be accepted provided that the school is able to offer the level of specialist and general assistance required. We will make all reasonable adjustments.

Parents should notify the Head teacher when completing the school's confidential information form if they are aware, or suspect, that the pupil has a learning difficulty. 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 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.

### **Admission of Pupils to school:**

The guideline number of pupils admitted to each Year Group will be:

20 children per class in Reception and Year 1 and Year 2.

20 children per class in Key Stage 2 (Year 3 to Year 6)

If there is a special case for admitting a child where numbers have already reached their maximum, advice must be sought from the governing board. The educational experience of all the children must be paramount when admissions are sought that are above the maximum for a particular year group. Sometimes it may be possible to split larger classes for core subjects pending staffing.

- Children enter Reception in September of the academic year in which their fifth birthday will take place.
- For entry into other year groups an application should be made following a meeting with the Head Teacher. A taster day will often form part of the application process. Previous school reports may also be collated in order to give a full picture of the child and ensure that Hunter Hall can provide the best possible education for the child.
- If there are more applications than places, names will be placed on a waiting list in order of application. Priority will be given to those children with siblings in the school.

On acceptance of a place all parents/carers shall be given a copy of the parental handbook which includes content on acceptable conduct and behaviour of both pupil and parents. In addition parents are asked to sign the school's current terms and conditions a copy of which is available in the school office.

## Pre-School, Hunter Hall School

### **We accept Early Education Funding (Nursery Vouchers).**

The guideline for the maximum number of children in nursery per session is 26.  
Children are admitted into Pre-School at any time after their third birthday.

### **Aims of Pre-School:**

- To offer pre-school places to children aged 3 – 4 years
- To be accessible and inviting to all parents/carers
- To ensure that all children are welcomed into the pre-school
- To have regard for the Equality Act 2010 and the Special Needs and Disability Act 2001.

Information about pre-school is available to the public via advertising and articles in local newspaper and child care information literature. This includes information on our 'Local Offer' available on our website.

Further information is provided on offer of a visit to the pre-school made for all parents/carers who make an enquiry

Staff encourage parents/carers to observe pre-school in action, to answer any questions they may have, and to ensure that they have been given a copy of the Foundation Stage handbook

Staff will talk to parents/carers in order to gather information about the child relevant to offering a place at pre-school.

If the child is with parents/carers on initial visit, or on a subsequent visit, he/she will be made welcome and invited to join in any of the activities taking place, to play freely or to observe as he/she wishes

Once a child has been registered with pre-school, a first session is arranged and terms and conditions of the setting is signed.

The pattern of the first few sessions will be flexible, arranged in consultation with parents/carers, and will depend on needs of the child; for example, whether parents/carers stay with child or length of time child is to be left

The number of sessions per week that a child attends must be a minimum of 2.

Staff will endeavour to make reasonable adjustments to the environment, facilities or routines to enable a child with a disability or a particular need to be included in the life of the pre-school

No child will be treated less favourably than any other for any reason, including ethnicity, gender, culture, religion, home language, family background, learning difficulties or disability.

**If there are no spaces available, the child's name will be placed on a waiting list in order of application. Priority will be given to those children with siblings in the school.**

ACCEPTANCE OF A PRE-SCHOOL PLACE

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By signing this Acceptance of a Pre-School place, we confirm that:

- (a) all holders of parental responsibility<sup>1</sup> for the above-named child have signed this form and that no one else holds parental responsibility for him or her;
- (b) we, the above-named child's mother and father, co-habit / live separately<sup>2</sup> at the address(es) shown over and we agree to notify pre-school immediately of any change of address or our family circumstances;
- (c) if applicable, we are not (either jointly or individually) in arrears on the payment of any fees or charges owing to our child's current (or previous) pre-school or educational establishment;
- (d) unless otherwise notified to the School in writing prior to signing this Acceptance of a Pre-School place form:
  - (i) there are no court orders in place in respect of the care or living arrangements of our child;
  - (ii) any information or circumstances about, or relating to us and/or our child that has previously been notified to the School is, and remains complete and accurate, as at the date when we sign this form; and
  - (iii) our child has the right to enter, live and study in the United Kingdom

**IMPORTANT** - when you complete, sign and submit this form you and the School enter into a legally binding contract, upon the School's terms and conditions.

<sup>1</sup> Parental responsibility is defined in the Children Act 1989 as "all the rights, duties, powers and responsibilities and authority which by law **a parent** of a child has in relation to the child and his or her property". It equates to legal responsibility for the child. If you have any doubts about whether you do or do not have parental responsibility for the child you may wish to seek legal advice.

<sup>2</sup> Delete as applicable

<p><b>Signed by:</b></p> <p>.....</p> <p><i>(signature)</i></p> <p>.....</p> <p><i>(print name)</i></p> <p>.....</p> <p><i>(date)</i></p> <p>.....</p> <p><i>(relationship to child)</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p><i>(address)</i></p>	<p><b>Signed by:</b></p> <p>.....</p> <p><i>(signature)</i></p> <p>.....</p> <p><i>(print name)</i></p> <p>.....</p> <p><i>(date)</i></p> <p>.....</p> <p><i>(relationship to child)</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p><i>(address)</i></p>
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**Formation of the contract**

A contract for the services will be formed between you and us once you have given us a signed, fully completed, pupil admission form along with your deposit, and we have confirmed to you that your application for a place has been successful.

These terms and conditions govern the contract between you and us for the services of childcare. No other terms apply unless they are in:

- a handbook issued to you by us;
- a policy issued to you by us;
- a letter that is signed by both you and us.

In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

**Duration of the contract**

The contract shall last until it is terminated by either you or us giving to the other, in writing, at least **one month's notice**. However, the contract can, in some circumstances be terminated immediately where mutually accepted. You are liable for the fee during the notice period. If you fail to give proper notice, you may lose your deposit.

**Our Obligations**

We will use all reasonable efforts to provide the services to you, in accordance with all material respects with these terms and conditions and any other documents such as the policies and procedures used in pre-school.

**Your Obligations**

Parents are required to work in partnership with the pre-school and provide to us such information as we may reasonably require about your child. You must ensure that this information continues to be accurate and up to date by **promptly** informing the setting whenever a change arises. The information to be shared with the setting is inclusive of, but not limited to the following:

- any known medical condition, health problem, allergy, or diagnosed dietary requirement;
- any prescribed medication;
- any lack of any vaccination your child would ordinarily have by their age;
- any family circumstances or court orders which might affect your child's welfare or happiness;
- any concerns about your child's safety; and
- your contact details, and those of your authorised persons who may collect your child.

**Admissions**

It is the intention of Hunter Hall Pre-School to make our provision accessible to children and families from all sections of the community. Our admissions policy is available on our website. Children may attend Hunter Hall Pre-School when they reach 3 years of age. A child can remain with us until they begin their reception school year.

Pre-admission sessions will be arranged to introduce parents and children to the pre-school environment. We offer a couple of settling in sessions (if required) to ensure each child feels happy and secure in their new surroundings. We retain the right to refuse any child from commencing their place at the pre-school where the child's pre-admission paperwork is not completed.

**Opening Hours**

The pre-school is open Monday to Friday, (except for bank holidays) and when the school is closed for school holidays. Our opening hours are 8.15am to 5.30pm each day.

<b>Morning</b>	
8.15 – 12.00	3.75 x hours: <u>3 hours can be covered by grant funding</u> . 0.75 hours (or part thereof) extended, wrap-around care is outside of grant funding, and will be charged at the hourly rate.
9.00 – 12.00	3 x hours: <u>session can be covered by grant funding</u> .

<b>Lunch</b>	
12.00 – 1.00	1 x hour: <u>session can be covered by grant funding.</u>
<b>Afternoon</b>	
1.00 – 4.00	3 x hours: session can be covered by grant funding.
1.00 – 5.30	4.5 x hours: <u>3 hours can be covered by grant funding.</u> 1.5 hours (or part thereof) extended, wrap-around care is outside of grant funding, and will be charged at the hourly rate.

### **Fees and Invoices**

Pre-School charges are payable termly in arrears. Accounts are payable by cheque or BACS, and we also accept childcare vouchers.

If you do not make any payment to the School by the due date for payment, we may charge interest to you on the overdue amount at the rate of 2%\* (\*If you are having difficulty please advise us as soon as possible so we can advise and offer support as necessary). 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 judgment against you. You must pay the School the interest, together with the overdue amount.

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).

We may inform any other school or educational establishment to which you propose to send your child if you are not fulfilling your contractual obligations.

No refunds are given, or hours carried over for sessions missed due to sickness or holidays.

We will give parents and carers one months' notice of increase of fees, which will normally be reviewed yearly or if the grant allowance changes.

If you expect to be late collecting your child, please notify pre-school as soon as possible. If notified, the additional time will not be charged at the standard hourly rate.

### **Termination for breach of contract, or bankruptcy/insolvency**

Without restricting any other legal rights which the parties may have, either party may terminate the contract without liability to the other, immediately on giving written notice to the other if:

The other party fails to pay any amount due under the contract on the due date for payment and remains in default for 30 days or more; or

The other party commits a material breach of any of the terms of the contract and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

The other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due, or admits inability to pay its debts, or is deemed either unable to pay its debts, or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

### **Termination, cancellation and change of sessions**

**One months' notice** is required by either party for any change of sessions or termination of agreement. If parents choose to leave prior to the end of their notice, fees will still be chargeable.

The minimum period for any permanent change of sessions is one month. If the notified start date is changed by the parent within the one calendar month before the original agreed start date, we reserve the right to charge from the original start date notified on the agreement form.

Pre-School reserves the right to terminate the agreement with immediate effect in case of non-payment of fees, or if a parent, carer or child displays abusive, threatening or otherwise inappropriate behaviour, or for any other reasonable cause. Intimidation or abuse of our staff will not be tolerated and may result in immediate termination.

### **Events that are beyond our control**

If any event beyond our reasonable control (e.g. a fire, flood, E-Coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close pre-school without liability to you and we will not charge you for the fees for the time pre-school is closed. We will keep you informed, in such an event.

If it is, in our reasonable opinion, necessary or in the interests of the children to do so, we may close the pre-school even though our business interruption insurance will not cover us for the closure. In these circumstances, we may charge you for the time pre-school is closed. For example, we may close because of severe weather conditions, outbreak of flu, swine flu or other illnesses etc.

### **Free childcare entitlement for 3-4 year olds (15 and 30 hours)**

A declaration must be signed on a termly basis in order to take up the free sessions. Our charges will not be made in respect of the free sessions, but we are entitled to make a reasonable charge for meals or additional activities / trips provided during any free session's. Meals are charged at the rate of £1.75 per meal, additional activities may vary but parents / carers will be advised beforehand via a letter / e-mail

Parents who, are not initially in receipt of the additional 15 hours, but then wish to increase their child's sessions in anticipation of receiving additional hours, must give notice of this intention to ensure availability.

Where entitlement is also used at another provider, we will charge the full rate for all sessions a child is in attendance at pre-school, which is not covered by their entitlement with us. We also reserve the right to decrease the hours offered, or request payment where a parent ceases to be eligible for the additional 15 hours working parent funding.

### **Welfare of the Child**

We will do all that is reasonable to safeguard and promote your child's welfare and to provide care to at least the standard required by law and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our setting and rights and freedoms of others.



## **Food/dietary requirements**

Hunter Hall Pre-School will work with parents to ensure the food provided for any child is suitable to their dietary requirements. If a child has a special dietary requirement or any allergies as diagnosed by a doctor or dietician, this information must be forwarded to pre-school at the earliest opportunity. All reasonable care will be taken to ensure that a child does not come into contact with certain foods, with support from parents and external professionals should the need arise.

In certain circumstances, parents may be asked to supply a given food produce relating to their child's dietary needs. All food produce brought into pre-school must remain unopened to minimise cross-contamination and have a clear ingredients label. All food produce will be inspected by a member of staff to ensure it is suitable to be stored on the premises. This may be extended to other food sources if a child in the setting has a severe allergy.

We uphold a 'no nuts' policy. Any food that contains nuts ***should not be brought onto the premises***. Parents are urged to wash their hands or use the hand sanitisers available on entry to ensure nut oils are not transferred into the setting.

## **Accidents and illness**

We reserve the right to administer first aid and any emergency treatment as required. Parents will be informed of all accidents and an accident record form will be completed. If emergency treatment at hospital is required, we will make all reasonable attempts to contact the parents, but if this is not possible we are authorised to act on behalf of the parents and authorise any necessary emergency treatment.

We will administer prescribed medicines, only if parents have completed a medicine consent form and/or written consent has been obtained. Any medication must be clearly labelled, and where applicable, a pharmaceutical dispensation label stating your child's name, dosage and expiry date of the medication.

We may require parents to withdraw their child from pre-school in the event that they require special medical care or attention which is not available, or refused by the parent, or it is considered that the child is not well enough to attend pre-school. We may also ask parents to withdraw their child from pre-school if we have reasonable cause to believe that the child is suffering from, or has suffered from, any communicable disease, or infection, and there remains a danger that other children may contract such a disease or infection.

If your child is suffering from a communicable illness, he/she should not be brought to pre-school until such time as the infection has cleared. In the case of a child having sickness and/or diarrhoea, a **strict 48-hour incubation period** will be applied from the last instance of sickness/diarrhoea. Where a child returns to pre-school without completing the required incubation period, we reserve the right to refuse admission to your child. We follow the NHS guidelines for any communicable illness.

Parents must inform pre-school if your child is suffering from any illness, sickness or allergies before attending the setting. We are mindful of the needs of working parents and will endeavour to provide as much continuity of service as possible within the recommendations of the Health Protection Agency by which we are bound.

## **Personal property and belongings**

We cannot be held responsible for any loss or damage to any parent's, carer's or child's property or belongings within the school grounds (including the school car park). Every reasonable effort will be made by the pre-school staff to ensure that property or belongings of any parent, carer or

child is not damaged. Please ensure your child's clothing is clearly labelled with their name and we suggest that all precious toys, books and equipment are left at home.

### **Liability**

We accept no liability for any losses suffered by parents arising directly or indirectly, as a result of pre-school being temporarily closed or the non-admittance of your child to pre-school for any reason. We accept no responsibility for children whilst in their parent's care on school premises. We will not be liable to parents and/or children for any economic loss of any kind, for damage to your child's or parent's property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind.

### **Parental Responsibility**

It is a legal requirement that an original copy of each child's birth certificate must be given with the registration form when enrolling. Parents named on the certificate have legal shared parental responsibility for the named child. If either named parent wishes to visit pre-school or collect their child they are entitled to do so, unless a legal document or procedure states otherwise.

### **Safeguarding Children**

Hunter Hall Pre School has a commitment to keeping children safe from harm. Robust policies and procedures are in place to ensure this is maintained. We endeavour to work with all families to ensure they are supported in meeting their children's needs. Whilst the setting endeavours to work with families, there may be instances relating to the welfare of a child where external agencies may be contacted without parental consent, should a serious concern be raised.

Parents must notify pre-school of any period of absence whether sickness or holiday at their earliest opportunity. Where a child is absent for a period of time without notification, we reserve the right to make contact with the family by whatever means is reasonable to ensure the safety and well-being of the child are being met.

### **Complaints and Concerns**

Please address any complaint or concern to the EYFS Manager, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the Head teacher. Please refer to our complaints policy for timescales.

### **Security**

Parents are welcome to visit the setting, but we will not admit anyone without prior notification. It is your responsibility to ensure that we are aware of who will be collecting your child. No child will be allowed to leave the building with any person who has not been notified as an authorised person to collect your child on your behalf.

Parents should not allow other unidentified people into the building when entering. This is contrary to each parents safeguarding commitment and compromises the safety of those children in the pre-school. Each person wishing to gain entry into the building must use the buzzer to identify themselves. Unidentified individuals will not be permitted access into the building unless their identity has been checked by Hunter Hall staff.

### **Data Protection**

You agree that details of your name, address and payment record may be stored for the purposes of your child's pre-school education. All data is stored in accordance to the rules and regulations set out by the Information Commissioners Office. As well as taking photographs as a form of assessment, or general school and parental interest, we may also take photographs and/or videos of your child for promotional or training purposes using social media. If you do not

wish for your child to be included in such photographs or videos, please inform us by completing the 'permission form' given to you on enrolment, or by writing to the Pre-school Manager.

### **Insurance**

The school has extensive insurance cover for pre-school based activities and outings. Details of our insurance may be requested from the Bursar. The Certificate is displayed in the School Office and the pre-school noticeboard.

### **Invalid clauses**

If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the contract shall survive.

### **Changes to these terms and conditions**

We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us. We may change any other terms in these terms and conditions provided we give you at least one month's written notice of our intention to do so.

Each party acknowledges that, in entering into the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud is established.

### **Assignment**

The contract is personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the contract.

### **Rights of Third Parties**

A person who is not a party to the contract shall not have any rights under or connection with it.

### **Governing Law and Jurisdiction**

The contract, and any dispute or claim arising out of it, or in connection with it, or its subject matter, or formation (including non-contractual disputes or claims), shall be governed by the law of England. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

**APPENDIX 2:**

**ACCEPTANCE OF A SCHOOL PUPIL PLACE**

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**By signing this Acceptance of a Pupil Place form we confirm that:**

- (e) all holders of parental responsibility<sup>3</sup> for the above-named child have signed this form and that no one else holds parental responsibility for him or her;
- (f) we, the above-named child's mother and father, co-habit / live separately<sup>4</sup> at the address(es) shown over and we agree to notify the School immediately of any change of address or our family circumstances;
- (g) if applicable, we are not (either jointly or individually) in arrears on the payment of any fees or charges owing to our child's current (or previous) school or educational establishment;
- (h) unless otherwise notified to the School in writing prior to signing this Acceptance of a School Pupil Place form:
  - (iv) there are no court orders in place in respect of the care or living arrangements of our child or the payment of fees for his/her education;
  - (v) any information or circumstances about or relating to us and/or our child that has previously been notified to the School (including on the School's Pupil Admission form, or otherwise as part of the School's registration and admissions process), is and remains complete and accurate as at the date when we sign this form; and
  - (vi) our child has the right to enter, live and study in the United Kingdom

*Please tick this box if you wish to donate your deposit.*

- When our child leaves the School we would like to donate our deposit to the School's 'Winzor Trust' fund to aid families where coming to a school like Hunter Hall can make a difference to a child's education.
- We would like to donate our deposit to the school fundraising account

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<sup>3</sup> Parental responsibility is defined in the Children Act 1989 as "all the rights, duties, powers and responsibilities and authority which by law **a parent** of a child has in relation to the child and his or her property". It equates to legal responsibility for the child. If you have any doubts about whether you do or do not have parental responsibility for the child you may wish to seek legal advice.

<sup>4</sup> Delete as applicable

**IMPORTANT** - when you complete, sign and submit this form and pay the deposit, you and the School enter into a legally binding contract, upon the School's terms and conditions.

If you subsequently change your mind and decide to withdraw your child before he or she takes up their place, you may lose your deposit and be responsible for paying us fees in lieu of notice - see Clause 3 of the terms and conditions for more information about this.

<p>Signed by:</p> <p>..... (signature)</p> <p>..... (print name)</p> <p>..... (date)</p> <p>..... (relationship to child)</p> <p>..... ..... ..... (address)</p>	<p>Signed by:</p> <p>..... (signature)</p> <p>..... (print name)</p> <p>..... (date)</p> <p>..... (relationship to child)</p> <p>..... ..... ..... (address)</p>
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**PLEASE NOTE:**

*Each person with parental responsibility for the child is required to sign this Acceptance of a Pupil Place form and the School is entitled to treat any instruction, authority, request or prohibition received from one signatory as having been given on behalf of all signatories, and therefore on behalf of all those with parental responsibility for the child.*

*An exception to this is with regard to a notice of withdrawal of the child from the School - such notice must be signed by all those with parental responsibility for the child. (See Clause [9(i)] of the terms and conditions.)*

# HUNTER HALL SCHOOL 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 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 or highlighted 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 school office in the first instance to discuss.

## 1. Definitions

- (a) Meanings of some words and phrases we use in these terms and conditions. In these terms and conditions some words and phrases have particular meanings 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 terms and conditions they shall have the meaning given to them here.

"**Acceptance of a Pupil Place form**" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"**child**" means a child of whatever age admitted by the School to be educated

"**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 available on the school website and are 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 Acceptance of a Pupil Place form

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

"**Head**" means the person appointed by the Governors of the School to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated;

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

"**School Rules**" means the body of rules 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. Parents will be notified of subsequent changes to the rules;

"**term**" means a term of the School as notified to parents from time to time;

"**a term's notice**" means **written** notice given not later than the first day of the term *before* the term to which the notice relates<sup>5</sup>;

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

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1(b) below; and

"**you**" or the "**parents**" means each person who has signed the Acceptance of a Pupil Place form as a parent of the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance of a Pupil Place form.

In these 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 that are given are not exclusive or limiting examples of the matter in question.

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

- (b) Who we are. We are *Hunter Hall School* a company registered in England and Wales. Our company registration number is 3272341 and our registered office is at *Hunter Hall School, Frenchfield, Penrith, CA11 8UA*
- (c) Our contract with you. The **Pupil Admission form**, the **Parent Handbook** and these **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 your submitting the completed Pupil Admissions form and paying the deposit.
- (b) The non-refundable status of the deposit. **The deposit is not refundable if your child does not take up a place at the School.** 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 those costs<sup>6</sup>.
- (c) How we use the deposit. Unless you have indicated that you would like to donate the deposit to the School's 'Winzor Fund' or general fundraising account the deposit will form

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<sup>5</sup> So if, for example, a term's notice is required to withdraw your child from an extra-curricular activity with effect from the start of the *summer* term (which is the term to which the notice relates) then **a term's notice** means you need to tell us in writing about the withdrawal, at the latest, on the first day of the *spring* term immediately before.

<sup>6</sup> 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.

part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.

**PLEASE READ THIS 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 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.*

### **3. Withdrawing your Acceptance of a Place before your child joins the School**

- (a) 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 (ie, the final term of the previous academic year).
- (b) 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.
- (c) 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. Where applicable, such fees will be reduced to take account of any bursary awarded to you.]

### **4. 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. 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, some extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination charges shall be charged as supplemental to the fees. 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 THIS 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 of a Pupil Place 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. 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.

- (ii) How can one person remove him/herself from their payment responsibility. A person who has signed the Acceptance form may withdraw from this contract with the School by submitting a term's notice but that person **must** obtain the prior written consent of **both** the School and the other person who has signed the Acceptance form.
- [(iii)] How bursary etc 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 award is made and/or if, in the opinion of the Head, 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 Head that an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) 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 the 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 4(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. **We may not allow your child to attend the School if you do not pay on time.**
- (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 invoiced at the end of each term, and are payable as per the invoice terms.

**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 terms and conditions.

- (f) (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/reports 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, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.**
- (iii) We can charge interest if you pay late. If you do not make any payment to the School by the due date for payment (see Clauses 4(d) and 4(e) above) we may

charge interest to you on the overdue amount at the rate of 2% per cent. 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 judgment against you. **You must pay the School the interest together with the overdue amount.**

- (iv) 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).
- (v) We can notify other educational institutions of your outstanding payments. **We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.**

**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.*

- (g) Our ability to increase the fees. **We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5(a) below.**
- (h) 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.

**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**".*

## **5. Notice Requirements**

- (a) Notice to withdraw your child from the School. **If you wish to withdraw your child from the School (other than at 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 rate as would have been charged for the final term of provision if a term's notice had been given.** This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (ie, 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 (ie, the final term of the preceding academic year).
- [(b)] When the relevant amount in lieu of notice must be paid. In cases under (a) above, 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)] 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 a half term's notice to that effect or pay to the School as a debt a half term's charges for the activity in which your child has ceased to participate.
- [(d)] Withdrawal part-way through a 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.**

## 6. School Rules

- (a) Compliance with the School Rules. It is a condition of remaining at the School that you and your child comply with the School Rules. In addition, you promise to ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the School Rules).
- (b) We may undertake drugs testing of your child. **The School may undertake drugs testing of pupils in accordance with its drugs policy available from the office on request.** The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) Monitoring your child's email communications, internet use, and use of social media. **The School may, subject to applicable data protection legislation, 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 Rules 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.

## 7. Suspension, Exclusion and Required Removal

- (a) The Head's discretion to suspend or exclude your child from the School. The Head may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head 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 or other children.
- (b) Where you can find examples of offences punishable by suspension or expulsion. The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head 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 Head's discretion to require you to remove your child from the School. Instead of expulsion or suspension, the Head may in his or her discretion require you to remove your child from the School if the Head 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 into disrepute; and/or is not in accordance with your obligations under this contract where we have cancelled this contract under Clause 14 below;

[(ii)] [your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, 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 Head exercise his or her right under either Clause 7(a) or Clause 7(c) 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 Head exercising his or her discretion under Clause 7(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 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 Head under this Clause 7 reviewed. Any such review shall be governed by the Complaints Procedure.

## **8. The School's Obligations**

(a) The period of your child's schooling. Subject to these terms and conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of his or her 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 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. **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 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 sports and activities which may entail some risk of physical injury.
- (d) 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 you object to blood transfusions)).**
- (e) 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 or the 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)).
- (f) 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 5(a) above.
- (g) 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.
- (h) Religious observance. Religious observance at the School will be conducted in accordance with the School Rules.
- (i) Sex Education. Health and life skills education appropriate to age in accordance with the curriculum, will be taught in School from time to time. The programme is available for your information.
- (j) School Trips. The School organises a variety of off-site trips. The cost of certain school trips will be charged as an extra and added to the Fees. Schools trips abroad or those in the United Kingdom involving an overnight stay or hazardous activities will be the subject of a separate agreement with you; the cost of the trip, including extras may be payable in advance. Your child is subject to school discipline in all respects whilst engaged in a school trip. Additional costs of special measures necessary to protect your child's safety and welfare will be added to the Fees. The School reserves the right to prevent a Pupil from taking part in an educational visit while overdue fees remain unpaid.

## 9. The Parents' Obligations

- (a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head

and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.

- (b) Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:
- (i) maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract);
  - (ii) encouraging your child in his or her studies, and giving appropriate support at home;
  - (iii) keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);
  - (iv) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
  - (v) providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education (including where the School may wish/need to provide such education remotely); and
  - (vi) attending meetings and keeping in touch with the School where your child's interests so require.
- (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 and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child.** You must inform the School of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same.
- (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/her 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) 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 9(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<sup>7</sup>; and
- (ii) any communication from the School to one of you as having been given to both of you.

**PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out who needs to sign a notice of withdrawal of your child.**

- (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 (ie, under any of Clauses 3(a), 5(a) or 5(b) must be in writing and signed by each of you as the holders of parental responsibility for your 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. The Head must be informed as soon as possible 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.
- (k) Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than five (5) consecutive school days then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- (l) 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 School's website and is otherwise available from the School at any time upon request.

## 10. Insurance

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises.

### **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 13<sup>8</sup>, 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. Please also see our Privacy Notice' which is available on the School's website.*

## 11. 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/her ability, aptitude for certain subjects and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (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 or she 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 pupils/parents;
  - (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

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<sup>8</sup> Please note that the "new" General Data Protection Regulation age of privacy consent (age 13) applicable from 25 May 2018 is not a universal standard but is in fact of quite narrow application (i.e. signing up to online services): schools will have to continue to make individual judgments about pupil age and maturity versus parental rights,



available), the School's website(s) and (where appropriate) the School's social media channels.

- (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; and
  - (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 (eg, 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 or her 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)).
- (f) 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 25 May 2018 the General Data Protection Regulation) and other related legislation. We will process such personal data:
- (i) as set out in this Clause 11 and in the School's 'Privacy Notice' which is available on the School's website as may be amended from time to time;
  - (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
  - (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes

## **12. Intellectual Property Rights**

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

## **13. Changes in Ownership, etc**

The circumstances in which we may transfer this contract to someone else. 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).

#### **14. 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 paid to you, if:
- (i) you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
  - (ii) 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);
  - (iii) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
  - (iv) you (or either of you):
    - (aa) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
    - (bb) are otherwise unable to pay your debts as they fall due;
    - (cc) are the subject of a bankruptcy petition or order; or
    - (dd) you enter into an individual voluntary arrangement; or
  - (v) 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 Head'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 of something we have done wrong; or
  - (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.

**15. 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 15 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 extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event and subject to Clause 15(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 in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by 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 one of the reasons listed in section 15a for a continuous period of more than fourteen (14) 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 (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- (e) What happens if your child is affected by an event outside of your control. Subject to Clause 4(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, pro-rated accordingly) during the continuance of the event; and
- (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 (6) 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.

## 16. Communications between you and the School

- (a) Notices must be in writing. When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- (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 terms and conditions must be **in writing** addressed to the Head and either:
  - (i) sent by email to the School using this email address:  
[donna.vinsome@hunterhall.cumbria.sch.uk](mailto:donna.vinsome@hunterhall.cumbria.sch.uk)
  - (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 3, 4(c)(iii), 5(a), 5(b) or 5(d) of these terms and conditions<sup>9</sup> you telephone the School to confirm receipt if you have not received an acknowledgement from us within [48] hours (during term-time) and [36] (during a school holiday period) after sending the notice.**

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

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<sup>9</sup> ie, those provisions dealing with **withdrawing** your child from the School or otherwise changing your child's place at the School or the activities that your child is undertaking at the School

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

**18. Changes to these Terms and Conditions**

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