

# PARENT CONTRACT TERMS & CONDITIONS



## 1 Definitions

### (a) In these Terms and Conditions

"Acceptance 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 and includes any pupil aged 18 or under;

"the Complaints Procedure" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School, as set out in the Parent Handbook. It does not form part of the contract between you and the School. A copy of the procedure is available from the School at any time upon request;

"Deposit" and "Fee Deposit" mean the sums set out on the School's website as amended from time to time;

"fees" means the fees set out on the School's website as amended from time to time and are deemed to include all amounts invoiced in respect of a pupil;

"FIA Terms and Conditions" means supplemental terms and conditions relating to the School's Fees In Advance scheme;

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

"School Rules and Policies" means the rules and policies 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 given notice of such amendments; a copy of the current version is published on the School's website and provided to each child on entry and is incorporated in the Parent Handbook sent to parents with the letter offering a place at the School;

"term" means a term of the School as notified to parents from time to time. The final date of the School year is always 31 August;

"a term's notice" means written notice given not later than the first day of the term preceding the term to which the notice relates;

"Terms and Conditions" means these Terms and Conditions as 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, or its duly authorised representative, as the context requires;

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or a person who, with the School's written consent, replaces a person who has signed the Acceptance Form.

### (b) The signed Acceptance Form, the fees, the conditions of a bursary and/or a scholarship award and these Terms and Conditions form the terms of a contract between you and The Saint John's School Foundation, a corporation established by Royal Charter (registered charity number 312064) which

operates from St John's School, Epsom Road, Leatherhead, Surrey, KT22 8SP (the "School") and constitute the entire contract between the parties. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

## **2 Acceptance and Deposits**

### **(a) 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 and the relevant non-returnable registration fee has been paid. Admission will be subject to the availability of a place and your child and you satisfying the admission requirements at the time. Admission occurs when you accept the offer of a place; entry is the date when your child attends the School for the first time under this contract.

(b) A Deposit and a Fee Deposit, as published for the relevant academic year, will be payable when you accept the offer of a place. Both parents (or those with parental responsibility) must confirm acceptance of a place by signing and returning the Acceptance Form agreeing to the School's Terms and Conditions as defined in the Parent Contract and Parent Handbook both of which are available on the School's website. If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposits, but up to 20 months before your child's entry, you shall give written notice to that effect. If such notice is received by the School by that time the Deposit and Fee Deposit will be refunded, less an administration fee. Deposits are otherwise non-refundable. The Fee Deposit will be retained in the general funds of the School until it is credited without interest to the first term's fee invoice upon your child's entry to the School. The Deposit will be retained in the general funds of the School until your child leaves and will be repaid by means of a credit without interest to the final statement of account when your child leaves the School.

(c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposits, but before your child's entry to the School, you shall give written notice to that effect prior to the first day of the term immediately preceding the agreed term of entry. If such notice is received by the School by that time the Deposit and Fee Deposit will be forfeited in accordance with clause 2(b) above but no further fees will be payable. However, if such notice is received on or after that date (or if no notice is received), a term's fees shall be payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the agreed term of entry and the School shall credit the Deposit and Fee Deposit (without interest) to such payment of the term's fees, and you hereby acknowledge and agree that the School shall be entitled to retain the Deposit and Fee Deposit on account of payment of the term's fees.

## **3 School Fees**

(a) Costs incurred in the usual course of the education by the School of your child shall be met by the fees unless otherwise notified by the School.

(b) Additional and unavoidable expenses as defined in the fees shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees, subject always to the School complying with its obligations under the Equality Act 2010.

(c) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the fees or any part of them.

Where two people have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice, provided they have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form.

If your child has been awarded a scholarship and/or bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn if, in the reasonable opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation

of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child you shall be notified in advance.

- (d) Each term's fees accrue separately and the fees payable in respect of each term fall due on the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School has agreed shall pay the fees under clause 3(c) above). The fees must be paid in full either by cheque or by direct bank transfer by the first day of the term to which the invoice relates or be paid under the School's direct debit scheme. Under the direct debit scheme the agreed amount for each term is to be paid by direct debit in not more than three (3) instalments within a period that does not exceed twelve (12) months beginning with the date of the relevant invoice.
- (e) We reserve the right to exclude your child from attending the School and to withhold any references while fees remain unpaid or where there is a persistent default in relation to the payment of supplemental charges. For the avoidance of doubt your child will be deemed to have been withdrawn 28 days after exclusion is imposed for non-payment of fees. A surcharge of 0.5% will be imposed on the balance of fees remaining unpaid in respect of your child one week after the start of term and each week thereafter plus all administration and legal costs in relation to any sums that are unpaid by the due date. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- (f) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.
- (g) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.
- (h) Without limiting the effect of the foregoing provisions of this clause 3, where you and the School have entered into a separate agreement incorporating the FIA Terms and Conditions, the School will administer fee payments as set out in the separate FIA Agreement.
- (i) Legislation concerning money laundering requires the School to obtain satisfactory evidence (such as sight of a passport) of the identity and place of residence of a person who is paying fees.

#### **4 Notice Requirements**

- (a) If you wish to withdraw your child from the School (other than at the normal leaving date), you shall either give a term's notice to that effect or shall 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. A notice of withdrawal of your child under this contract (i.e. under any of clauses 2(c), 3(c) or 4(a)) must be in writing and signed by both parents as the holders of parental responsibility for your child and any other person with parental responsibility (even if they are not party to this contract). 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.
- (b) If you wish to change your child's place at the School from a weekly boarding to a day place you shall either give a term's notice or shall pay to the School the difference between the day or weekly boarding 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.
- (c) In cases under clauses 4(a) or 4(b) above, where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School 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.
- (d) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a term's notice to that effect or shall pay to the School a term's charges for the activity in which your child has ceased to participate.

- (e) It is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

## **5 School Rules and Policies**

- (a) It is a condition of remaining at the School that your child complies with the School Rules and Policies as amended from time to time and published in the Parent Handbook. In particular you undertake to ensure that your child attends school punctually, attends Saturday sports fixtures and Sunday Chapel as described in the Parent Handbook and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) The School may undertake drugs testing of pupils as set out in the Pupil Handbook. The testing procedure has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules and Policies.

## **6 Suspension, Expulsion and Required Removal/Behaviour and Discipline**

- (a) You accept that the School will be run in accordance with the authorities delegated by the Governing Council to the Head. The Head is entitled to exercise discretion in relation to the School's policies, rules and regime.
- (b) The Head may require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if the Head considers that your child's attendance, progress or behaviour (including behaviour outside the School) is unacceptable and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- (c) If the behaviour of you or either of you is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely your child's or other children's progress at the School or the wellbeing of school staff or bring the School into disrepute, the Head may require you to remove, or the Head may suspend or, in serious or persistent cases, expel your child.
- (d) Should the Head exercise the right under clauses 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the Deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.
- (e) The School Rules and Policies, available on the School's website, set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- (f) The School will act in a way which is fair in all the circumstances when taking decisions under this clause 6. The review of disciplinary matters is governed by the Complaints Procedure.

## **7 The School's Obligations**

- (a) Subject to these Terms and Conditions the School undertakes to accept your child as a pupil of the School from entry until the end of his/her schooling. However, the School shall not be obliged to permit your child to enter the Sixth Form unless satisfied that it is appropriate to do so having regard to his/her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known and may make entry to the Sixth Form conditional upon the results of such examinations.
- (b) While your child remains a pupil of the School (which will normally be until 31 August in the year in which he/she leaves) we undertake to exercise reasonable skill and care in respect of his/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.

The School shall adhere to and comply with the National Minimum Standards for Boarding Schools (applicable from time to time) published under the Children Act 1989 (as amended or superseded).

- (c) In accordance with the law we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (d) If your child requires urgent medical attention while under the School's care, we will, if practicable, attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic, blood transfusion or operation) recommended by a doctor unless you have already notified us of any restrictions.
- (e) The School prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. 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)), and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes at the School, including changes in the curriculum that we regard as significant to your child, prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.
- (f) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for your child's special educational needs, subject always to the School complying with its obligations under the Equality Act 2010.
- (g) Every scholarship, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, behaviour and diligence on a pupil's part and to the parents treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to the parents at the time of offer. The value (if offered) of a scholarship shall be deducted from fees before any bursary or other concession is calculated or assessed.
- (h) Religious observance at the School shall be conducted in accordance with the School Rules and Policies.

## **8 The Parents' Obligations**

- (a) In order to fulfil our obligations we need your co-operation, in particular by: fulfilling your own obligations under these Terms and Conditions; encouraging your child in his/her studies, including giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with school staff; attending meetings and keeping in touch with the School as required in the interests of your child and by co-operating and assisting the School by ensuring (so far as reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this contract, including where the School wishes to provide such education remotely.
- (b) It is a condition of your child's entry to the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. In such

circumstances we shall endeavour 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).

- (c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to both or all such persons.

- (d) The Head must be informed in writing of any reason for your child's absence from the School. Wherever possible the School's prior consent should be sought for absence from the School.
- (e) We cannot accept any responsibility for the welfare of your child while off school premises unless he/she is taking part in a school activity or otherwise under the supervision of a member of school staff.
- (f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.
- (g) Parents residing abroad must nominate a guardian in England who may be contacted and to whom the pupil may be sent in an emergency.
- (h) As a normal part of school activities your child may use public transport and/or be driven in coaches or cars to sports fixtures or other activities that take place away from school. You consent to your child 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. Where your child is required to make his/her own arrangements for transportation to or from a venue the School will not be responsible for your child's welfare prior to arrival at the venue or after dismissal.
- (i) A variety of educational visits will be provided for your child. By signing the Acceptance Form or agreeing to be bound by these Terms and Conditions you consent to your child taking part in any educational visit which takes place during school hours. You agree to provide the School with updated emergency contact details and medical details as and when they change.

Educational visits which:

- (i) require overseas travel; or
- (ii) involve an overnight stay; or
- (iii) occur during a weekend or school holiday; or
- (iv) cost more than £50; or
- (v) involve some element of high risk or adventure activity

will be subject to separate consent. The cost of such a visit will be payable in advance. Your child shall be subject to school discipline in all respects whilst engaged in an educational visit. All additional costs (such as medical costs, taxis, air fares or professional advice) incurred to protect your child's safety or welfare, or to respond to breaches of discipline, will be added to the termly fee invoice. The School reserves the right to prevent a pupil from taking part in an educational visit while overdue fees remain unpaid.

## **9 Insurance**

You must make your own insurance arrangements if you require cover for your child's property while at school or for the payment of fees due to absence of your child or closure of school premises. Your child is included in an obligatory personal accident insurance scheme.

## **10 Confidentiality, Data Protection and References**

- (a) You consent to our supplying 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 shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you 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) You consent to us making use of information relating to your child whilst he/she is at the School (including photographs, biometric data, video recordings, Facebook, Twitter, Instagram and YouTube) and after he/she has left for the purposes of promoting the School to prospective pupils, including through the School's prospectus (in whatever format or medium) and website, managing relationships between the School and current pupils, providing references and communicating with the body of former pupils.
- (c) You acknowledge and agree that those persons who have parental responsibility for your child are entitled to receive relevant information about your child from the School (including school reports, correspondence and other materials relating to his/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).
- (d) You consent to the inclusion of photographs (with name) of your child in school publications or in copy supplied to the press to celebrate the School's/your child's activities, achievements or successes.
- (e) The School will process personal data about you and your child in accordance with the Data Protection Act 1998. You consent to us processing such personal data (i) as set out in this clause 10 and the School's Data Protection Notice which is available on the School's website as may be amended from time to time; (ii) in order to comply with any court order or legal regulatory or good practice requirement; and (iii) to perform our obligations under this contract, where otherwise reasonably necessary for the School's purposes.

## **11 Intellectual Property Rights**

The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of actions or work of your child in conjunction with a member of staff and/or other pupils at the School for the purposes associated with the School. The School will acknowledge and allow to be acknowledged your child's role in creation and development of intellectual property.

## **12 Changes in Ownership**

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all parents in relation to such changes.

## **13 Cancellation**

- (a) The School shall be entitled to cancel this contract forthwith by giving notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen (14) days of a notice from the School requiring it to be remedied (including, for the avoidance of doubt, persistent non-payment or material default under these Terms and Conditions). For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this contract:

- (i) failure to pay any fees or supplemental charges on time on more than two occasions;
  - (ii) you (as opposed to your child) acting in such a way to give the Head cause to expel your child under clause 6(b) of this contract;
  - (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this contract (including the School Rules and Policies); and
  - (iv) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.
- (b) Either party may cancel this contract forthwith by giving notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) 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 school staff during the contractual process the parents may cancel this contract at any time within fourteen (14) days of the date on which the Acceptance Form is signed. In such circumstances the Deposit and any additional Fee Deposit will be refunded together with any fees paid pro-rated if the School has provided any educational services under this contract.
- (d) For the avoidance of doubt this contract shall end at the end of your child's schooling which may be at the end of the Fifth Form if your child does not meet any requirements imposed under clause 7(a) for entry into the Sixth Form.

**14 Force Majeure (i.e. circumstances beyond our control)**

- (a) In this contract "force majeure" shall mean any cause beyond a party's control (including, 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 or any contagious disease, terrorist attack, chemical or biological contamination).
- (b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this contract, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such or its obligations as are prevented or delayed during the continuance of the force majeure. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).
- (c) Subject to clause 14(b), if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of the contract and you shall then, following receipt of such notice, be entitled to cancel the contract on written notice and without giving a term's notice or paying fees in lieu.
- (d) Subject to clause 3(g), in the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of his/her severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- (i) You shall, in consultation and co-operation with the School, use all reasonable endeavours to:
    - a. mitigate the effect of the force majeure in order to continue to perform the obligations under this contract in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, for example participating remotely); and
    - b. resume the performance of the obligations as soon as reasonably possible.

- (ii) In circumstances where, following the efforts made and steps taken under clause 14(d)(i), your child is not able to participate and benefit from the provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and
- (iii) In the event of a force majeure continuing to prevent your child from attending the School or being able to participate and benefit from the provision of education by the School for more than six months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice and without giving a term's notice or paying a term's fees in lieu.

## **15 Communications**

- (a) All notices required to be given under these Terms and Conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Acceptance Form as having been made to both or all such persons. Notices that you are required to give under these Terms and Conditions must be addressed to the Head and sent to the School address. If sent by first class post, notice shall be deemed to have been given on the second day after posting. In the light of the importance under this contract of serving such notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that notices you may wish to serve under any of clauses 2(c), 3(c), 4(a), 4(b), 4(d) of these terms and conditions are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.
- (b) The School prospectus and website prescribe the broad principles on which the School is presently run and give an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any contract between you and the School. Parents wishing to place specific reliance on a matter contained in the prospectus, website or statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering into this contract.

## **16 Interpretation**

Headings in these Terms and Conditions are for ease of understanding only and do not form part of these Terms and Conditions.

## **17 Jurisdiction and Governing Law**

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

## **18 Variations**

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. Wherever possible the School will give at least one term's notice in writing of any modifications.

January 2016