



LEWESTON
SHERBORNE

PARENT/SCHOOL CONTRACT

Standard Terms and Conditions

March 2021 Edition

(effective from 1 September 2021)

1. These Terms

What these Terms cover.

- 1.1 These are the Terms on which we provide educational services. They cover such matters as admission and entry to the School, education and pastoral care, behaviour and discipline, fees and medical matters. They also include important provisions relating to periods of notice that must be given and general contractual matters.
- 1.2 Why you should read them.
- 1.3 Parents are legally responsible for complying with their obligations under the Contract. Please read these Terms carefully before you accept our offer of a place at the School for your child. In these Terms you will see some parts written in bold or otherwise emphasised to draw your particular attention to certain provisions. If anything in these Terms, the School's prospectus or its website is unclear or if you require further details on any matter in relation to the School, then please contact the Registrar to discuss this before you sign and return the Acceptance Form to the School.
- 1.4 Parents can on request see any of the other documents referred to in these Terms before they accept the offer of a place.

2. Definitions

The definitions listed below are for certain words and phrases that are used in the Terms. They are intended to provide certainty and consistency of meaning and to help Parents to read and understand the Terms.

"Acceptance Deposit" means the sum set out in the current Schedule of Fees and the Acceptance Form. On acceptance of a place at the School, the Parent must pay the Acceptance Deposit to the School.

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

"Boarder" is a Pupil who lives at the School during Term time either on a full-time or part-time basis and "boards" and "boarding" shall be construed accordingly.

"Bursary" is a means-tested award or allowance which has been awarded to a Pupil. A Bursary is subject to the Pupil achieving the expected standards of attendance, progress and behaviour. The terms on which a Bursary is offered and accepted will be notified to Parents at the time of offer of a place and in line with the School's Bursary Policy. Most Bursaries will be reviewed annually by the School.

"Complaints Procedure for Parents" is the document which sets out the School's policy and procedure for handling complaints from Parents of Pupils, as amended from time to time. This document is not intended to form part of the Contract between you and the School. A copy of the Complaints Procedure for Parents is available on request from the School and is also available on the School's website.

"Contract" is the agreement between the School and the Parents of a Pupil formed when Parents accept the School's offer of a place for their child by signing the Acceptance Form and paying the Acceptance Deposit. The Contract consists of the Acceptance Form, the Schedule of

Fees, the School Rules, any Fees in Advance Agreement and these Terms, as amended from time to time.

"Due Date" means, in relation to the payment of Fees, Extras and Late Payment Charges, the first day of each Term to which these charges relate or such other date agreed in writing by the School.

"Education Guardian" means a UK-based adult who is appointed by the Parents of an overseas Pupil.

"Extras" are amounts additional to Fees, approved by Parents or reasonably incurred by the Pupil or the School on behalf of the Pupil, and the cost of any loss of or damage to School property caused by the Pupil (for example, loss of books or laptops, other than fair wear and tear.

"Fees" means the fees payable to the School in respect of the provision of education (including books and stationery) and boarding to the Pupil at the rate set, from time to time, in the Schedule of Fees or any reduced rate notified to Parents pursuant to clause 8.10.

"FIA Terms and Conditions" means the supplemental terms and conditions relating to the School's fees in advance scheme;

"Force Majeure" means any event outside our control, whether foreseeable or not foreseeable, including, for the avoidance of doubt, strikes, other industrial disputes, acts of God, war, riot, civil commotion, compliance with or preparations to secure and continue compliance with any law or governmental order, directive, guidance, rule, regulation or direction (including that of any local or regional authority), accident, fire, flood, storm, snow, pandemic or epidemic of any disease, the result of any pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination, or any indirect consequence of any of the foregoing events.

"Governors/Governing Body" means the Governors of the School who are appointed from time to time in accordance with the School's constitution as an incorporated charitable trust and who are responsible for governance of the School.

"Head" is the person appointed to the position by the Governors, responsible for the care and proper discipline of pupils while they are attending the School, for the day-to-day management of the School and for the curriculum, including all other persons delegated to undertake such responsibilities and duties.

"Late Payment Charges" means the charges made for late payment of Fees and Extras comprising interest (calculated at a rate of up to 1.5% per month or part thereof).

"Parent" (or "you") means each person who has signed the Acceptance Form as a holder of parental responsibility for the child. References to Parents in the Contract should be read as referring to the plural or singular as applicable.

"Parent Portal" means the online communication system through which the School can provide information to Parents.

"Permanent exclusion" means that a Pupil has been excluded from the School permanently as a disciplinary sanction.

"Pupil" means a child admitted by the School to be educated. For the avoidance of doubt this includes individuals who are aged 18 or over when they complete their education.

"Registration Fee" means the non-refundable fee that is payable upon a child's Registration at the School.

"Registration Form" means the form that must be completed in respect of a child, prior to the child being considered for entry to the School.

"Schedule of Fees" means the School's list of Fees, as amended from time to time, a copy of which is sent to Parents with the letter offering a place at the School and annually thereafter and is also available on the School's website.

"Scholarship" means a grant which has been awarded to a Pupil by the School and which is not means-tested. A Scholarship is subject to the Pupil achieving high standards of attendance, progress and behaviour. The details of Scholarships available are contained in the School's Remissions Policy. The terms on which a Scholarship is offered and accepted will be notified to Parents at the time of offer of a place.

"School" (or "we") is Leweston School Trust governed by the Governing Body and, where the context admits, includes its premises. The School is a company limited by guarantee (company no. 2041443) and a registered charity (charity no. 295175). Our registered office is at Leweston School, Sherborne, Dorset, DT9 6EN. Our registered VAT number is: 108216247.

"School Rules" means any rules or regulations of the School, including those set out in the School's Code of Conduct (Behaviour Policy) and Misbehaviour and Exclusions Policy as amended from time to time. Copies of these policies are available on request and are also available on the Parent Portal. Each Parent and Pupil should read the School Rules.

"Suspension/Exclusion" means that a Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Governor's Review.

"Term" is the period between the beginning and end of each academic term, which shall be notified by the School to the Parents from time to time and/or published by the School on its website.

"Terms" means these standard terms and conditions.

"Term's Fees in Lieu of Notice" means Fees in full for the Term at the rate that would have applied had the Pupil attended.

"Term's Written Notice" means notice given in writing by the Parents to the School before the first day of the Term *preceding* the Term to which the notice relates (for example, to give notice to withdraw a Pupil before the start of the autumn Term, notice of withdrawal must be given prior to the first day of the previous summer Term).

"Third Party" means a person who has accepted liability for the payment of Fees, Extras and late payment charges for a Pupil on behalf of a Parent and who has signed a Third Party Fee Agreement with the School to do so.

"Withdrawal" means the Parents have withdrawn the Pupil from the School under clause 4.2 or they have withdrawn the Pupil at the request of the School in accordance with clause 9.6.

3. Offer and Admission

Please read this section carefully as it sets out how we offer a place to your child and how you can accept this offer.

- 3.1 A child will be considered as a candidate for admission and entry to the School when the Registration Form has been completed and returned to us and the Registration Fee paid. Registration Fees are non-refundable. Payment of the Registration Fee does not guarantee an offer of a place.
- 3.2 Admission will be subject to the availability of a place and a child satisfying the admission requirements at the time. The School's Admissions Policy is available on request and set out on the School's website. The Admissions Policy does not form part of the Contract.
- 3.3 The School will offer a place to a child by way of a letter to the Parents. The Head is responsible for the selection of pupils to receive offers of places.
- 3.4 The offer may be open for acceptance for a limited time only. Failure to accept the offer within the specified time may result in the offer being withdrawn.
- 3.5 Parents accept the offer of a place at the School for their child by completing and submitting an Acceptance Form and by payment of the Acceptance Deposit.
- 3.6 The Acceptance Deposit is not refundable if the child does not take up a place at the School.
- 3.7 The Acceptance Deposit will form part of the general funds of the School until it is credited without interest to the final leaver's bill and will be deducted from the payment of Fees or other amounts due at the time the Pupil leaves the School.
- 3.8 Where an offer of a place for your child to enter the Prep School from the Nursery is accepted, you shall pay a further sum equivalent to the difference between the deposit already paid and the deposit payable for the Prep School to accept the place.

4. Cancellation, Withdrawal or Termination

Please read this section carefully. It is important because it deals with when you will need to provide the School with a Term's Written Notice (as defined above at clause 2) and the payments that you will be required to make to the School if you fail to do so. This will apply if you either decide that your child will not join the School or, at a later date, you decide to withdraw the Pupil from the School.

This section also includes examples of the type of events which entitle us to end your contract with the School and what payments you will be required to make as a result of this.

- 4.1 If, between acceptance of a place and admission of a child, the Parents wish to cancel their acceptance of the place, they must give a Term's Written Notice of the cancellation. (Cancellation of a place shall include any failure to take up a place.) If they fail to do so, a Term's Fees in Lieu of Notice will immediately become due and payable to the School. The Acceptance Deposit will not be refunded in the case of cancellation of acceptance, but may be credited against a Term's Fees in Lieu of Notice.
- 4.2 A Term's Written Notice must be given by the Parents before a Pupil is withdrawn from the School (save for where the School requires the Withdrawal of a Pupil in accordance with clause 9.6) failing which a Term's Fees in lieu of notice will immediately become due and payable by the Parents to the School. Where reasonably possible a Parent or a duly authorised Education Guardian will consult with the Head before they give notice of Withdrawal.

- 4.3 Extra subjects may be discontinued only at the end of a Term. A Term's Written Notice is required before a Pupil may discontinue an activity charged as an Extra. Failure to give a Term's Written Notice will result in the full amount payable for the Term following receipt of notice of discontinuance of the relevant activity becoming immediately due and payable by the Parents to the School.
- 4.4 If the Parents wish to change the status of their child at the School then they must provide a Term's Written Notice, failing which a Term's Fees in lieu of notice will immediately become due and payable by the Parents to the School at the rate that would have been charged had a Term's Written Notice been given.
- 4.5 If Parents have committed a material (ie. non-trivial) breach of their obligations under the Contract the School may terminate the Contract on one month's written notice following consultation with the Parents. The School may terminate the Contract on less than one month's written notice if a Pupil is permanently excluded or the Parents are required to withdraw the Pupil under clause 9.
- 4.6 The Acceptance Deposit will not be returned if the Contract is terminated pursuant to clause 4.4 and there shall be no obligation to refund any Fees or Extras already paid. Any terms of the Contract which expressly or impliedly have effect after such termination will continue to be enforceable notwithstanding termination.
- 4.7 For the purposes of illustration only (and without limitation), the following circumstances are likely to be regarded as a material breach entitling the School to terminate the Contract:
- 4.7.1 failure to pay Fees, Extras or supplemental charges as required by the Contract;
- 4.7.2 failure to provide accurate information to the School in respect of:
- (a) any material change in the financial circumstances of the Parents in receipt of a Bursary from the School;
- (b) the circumstances surrounding the Pupil's departure from another school; or
- (c) the non-payment of sums owed to any other school in respect of the Pupil;
- 4.7.3 a serious misrepresentation of facts or circumstances or withholding of information about the Parents and/or the Pupil that is relevant to the provision of education by the School to the Pupil including that the Parents and/or the Pupil is legally entitled to enter, reside and/or study in the United Kingdom when in fact the Pupil/Parents are not); and/or
- 4.7.4 failure or refusal to complete, submit or disclose to the School a medical questionnaire or information in respect of the Pupil's behavioural record, academic history, medical, or special educational needs (including, but not limited to information about a Pupil's dyslexia, dyspraxia or dyscalculia).
- 4.8 The School may at any time cancel the Contract forthwith by notice in writing (without prejudice to any of its other remedies) if the Parents:
- 4.9 are, following the School's reasonable request, unable to demonstrate that they will be able to pay the Fees, Extras and supplemental charges as they fall due under the Contract;
- 4.10 are otherwise unable to pay their debts as they fall due;

4.11 are the subject of a bankruptcy petition or order; and/or

4.12 enter into an individual voluntary arrangement.

5. Attendance and Good Behaviour

5.1 The Pupil is expected to take a full part in the activities of the School. It is a condition of remaining at the School that the Parents comply with their duties under the Contract and that the Pupil complies with the School Rules.

5.2 Parents must notify the School if a Pupil is absent from the School and of the reason for the absence. The notification should be by telephone as soon as possible on the morning of the first day of the absence. No later than the Pupil's return, the School must be informed in writing of the reason for any absence of the Pupil from School. Wherever possible the School's prior consent should be sought in writing for any non-medical planned absences.

5.3 The Pupil is not permitted to bring dangerous or illegal objects or substances on to the School premises. The School may undertake drugs or alcohol testing of a Pupil in accordance with the School Rules.

5.4 The School reserves the right, subject to applicable data protection legislation, to monitor the Pupil's digital activities (including e-mail communications, internet use and use of social media) for the purpose of ensuring compliance with the School Rules or to meet the School's legal obligations. The Head may take disciplinary action against any Pupil found to have accessed unsuitable material in breach of the School Rules.

5.5 The School cannot be held responsible for a Pupil if they:

5.5.1 leave the School premises when they are not authorised to do so; or

5.5.2 are absent from the School in breach of the School Rules.

6. Care and Education

6.1 The School agrees to provide educational services to the Pupil in accordance with these Terms from the time of joining the School until the end of the Pupil's secondary schooling. However, the School shall not be obliged to permit your child to enter the Prep School, Senior School or the Sixth Form unless satisfied that it is appropriate to do so having regard to the Pupil's academic attainments and all other relevant circumstances.

6.2 Parents accept that the School will be managed in accordance with the authority delegated by the Governing Body to the Head and that the Head reserves the right to:

6.2.1 determine, organise and deliver the curriculum, including such matters as content, class size, setting and streaming (which may change from time to time) in such manner as the Head considers appropriate;

6.2.2 temporarily vary and/or permanently change:

(a) the methods by which education is provided, including with Pupils and/or staff on or off the School Property and via the internet or other means;

(b) the lengths or times of the School day or the dates of a Term; and/or

(c) the facilities or location of the School;

6.2.3 withdraw or postpone certain services and activities, such as some or all school trips and excursions (including extra-curricular activities such as sports or some sports or outside activities) or some of them as is considered appropriate in the light of the prevailing circumstances and/or the guidance and advice from Government, national, regional and local as well as the advice and guidance of appropriate medical experts and advisors.

Such variations or changes may apply to all Pupils, to groups of Pupils or to individual Pupils.

- 6.3 The exercise by the Head of the rights in clause 6.2 shall not amount to a failure by the School to meet its obligations under clause 6.1.
- 6.4 The School will do all that is reasonable to safeguard the Pupil's welfare and provide pastoral care to the standard required by law. The School has a structured Anti-Bullying Policy, which is reviewed regularly. This is available online and on request from the School Office. Copies of our Safeguarding Policies are available online and may also be obtained from the School Office. The School shall also adhere to and comply with the National Minimum Standards for Boarding Schools.
- 6.5 Subject to the provisions of clause 5.5 the Head will be in loco parentis (will take on some of the functions and responsibilities of the Parents) while the Pupil is at the School premises or on a School trip and will act so as to care for the Pupil's well-being and, together with the staff of the School, in ways that are apt and proper for the welfare and tuition of the pupils, especially the reassurance of a Pupil in difficulty, and to ensure appropriate conduct and security in the School generally. The Parents consent to reasonable, proportionate and appropriate physical contact between the staff of the School and the Pupil. Corporal punishment will never be used.
- 6.6 The School will take prompt remedial action, keeping the Parents informed, if the Head has any cause to be concerned for the safety or personal welfare of the Pupil. The Parents will inform the School without delay if they are concerned about the safety, care, discipline or progress of the Pupil.
- 6.7 The School will provide, pursuant to the curriculum, health and life skills education appropriate to the age of the Pupil unless written notice is received that the Pupil should not participate in that part of the curriculum.
- 6.8 If the Parents are resident outside the United Kingdom they must appoint an Education Guardian for the Pupil prior to the Pupil joining the School. The Education Guardian must reside in the United Kingdom (unless expressly agreed otherwise with the School) and have been given legal authority to act on behalf of the Parents in all respects. The responsibility for choosing an appropriate Education Guardian rests solely with the Parents. The Parents must notify the Head in writing of the Education Guardian's name, address and contact details on appointment, and notify the Head in writing immediately of any changes to these details.
- 6.9 The School will provide boarding facilities to Boarders during Term time. Clauses 6.10 and 6.11 do not apply to full-time Boarders, although the Parents must notify the School of arrangements for a full-time Boarder during school holiday periods if the Pupil is not returning home to a Parent or Education Guardian.
- 6.10 Unless the Pupil is a full-time Boarder, the Pupil is required, during Term time, at weekends and half-term to live (at least on a part-time basis in the case of part-time Boarders) with a Parent or with an Education Guardian as notified to the School. If the Pupil will be residing during Term time under the care of someone other than a Parent or Education Guardian, the Head must be notified immediately in writing of the name, address and contact details of this person.

- 6.11 Where both Parents or Education Guardian are absent overnight or for longer periods, the Head must be notified in writing of the name, address and 24-hour contact number of a suitable person who has agreed to take full responsibility for the Pupil when not at School and who can, if necessary, come to the School at short notice. It is a condition of the Pupil joining and remaining at the School that, where required (such requirement being made known to you by the School prior to your child joining the School), you complete and submit to the School a parental absence form for your child. Amongst other things this form will nominate 2 'responsible adults' for your child who will be delegated the authority by you to make decisions relating to your child if the School is not able to contact you.
- 6.12 Unless the School is notified to the contrary, the Parents consent to the Pupil participating, under proper supervision, in contact sports and in other School sports and activities which may entail some risk of physical injury.
- 6.13 The School will monitor each Pupil's progress and provide Parents with regular written reports (at least annually) and the results of external examinations will be provided to Pupils.
- 6.14 The Parents will notify the School if they are aware or believe that the Pupil has:
- 6.14.1 a medical condition, health problem or allergy;
 - 6.14.2 a disability, special educational need, learning disability or any behavioural or emotional difficulty;
 - 6.14.3 been assessed by a child psychologist (or similar); and/or
 - 6.14.4 been suspended, excluded or withdrawn from a previous school and the reasons for the suspension, exclusion or withdrawal;
- and will provide to the School copies of reports and information requested by the School.
- 6.15 The School will take reasonable steps in the case of each Pupil to detect signs of learning difficulties, particularly at key stages, but the School does not undertake to diagnose dyslexia or other specific conditions. Parents will be notified promptly if it appears that the Pupil may need formal assessment or referral for expert medical diagnosis, which can be arranged at the Parents' expense either by the Parents or, if required, by the School.
- 6.16 Parents may be asked to withdraw the Pupil if, after consultation and in the opinion of the Head, the School cannot provide adequately for the Pupil's special educational needs. In the event of the Withdrawal of a Pupil pursuant to this clause, a Term's Fees in Lieu of Notice will not be charged by the School to the Parents and the Acceptance Deposit will be returned.
- 6.17 The Pupil is expected to progress through the School and the Contract will terminate, without further notice, at the end of the Pupil's schooling. This could be at any of the transition points within the School (ie. to the Prep School, Senior School or the Sixth Form) if the Pupil fails to fulfil the School's requirements, as amended and notified to Parents from time to time. Parents must give a Term's Written Notice, in accordance with clause 4.2, if they do not wish the Pupil to proceed through the School, failing which a Term's Fees in Lieu of Notice will immediately become due and payable by the Parents to the School.
- 6.18 Copyright in the Pupil's original work will belong to the Pupil and all such work (but not examination scripts) will be released to the Pupil when no longer required by the School for purposes of assessment, display or any other use. All copyright and other intellectual property rights in relation to work carried out by a Pupil in conjunction with any staff or other pupils at the School for purposes relating to the School shall be and remain the property of the School. The

School will take reasonable care to protect the Pupil's work but cannot accept liability for loss or damage caused by factors outside the direct control of the Head and the staff.

7. Health

- 7.1 The Head or Parents may request a health, medical or development check of a Pupil at any time. Checks requested by the Head will be conducted with parental consent unless the health of the Pupil, staff or other Pupils requires otherwise. The Head reserves the right to require the Pupil's temporary absence from school or abstention from school activities and trips until the Pupil is deemed fit to resume their normal activities, by both the relevant medical professionals and the Head. Whenever appropriate, including prior to a Pupil joining the School, Parents may be asked to provide a written statement about the Pupil's health and must supply details of the Pupil's medical requirements and history in the form provided by the School.
- 7.2 A Pupil of sufficient age and maturity is entitled to insist on confidentiality which can nevertheless be overridden in the Pupil's own interests or where necessary for the protection of other pupils or staff of the School.
- 7.3 Either the Head or the Parents, if appropriate, will inform the other immediately in writing if the Pupil has been in contact with or develops any infectious disease or infection, or has or develops any known medical condition, health problem, disability or allergy, or will be unable to participate in games or other School activities.
- 7.4 Parents consent to the Pupil receiving administration of:
- 7.4.1 first aid;
 - 7.4.2 if requested by the Parents, prescribed medication by appropriately qualified persons; and
 - 7.4.3 emergency medical treatment, whether under the National Health Service or privately, from qualified personnel and by any appropriate means necessary for the Pupil's welfare (including anaesthetic, operation or blood transfusion in the United Kingdom, as recommended by a doctor).

The School will use its best endeavours consistent with the Pupil's health and welfare to contact the Parents before emergency medical treatment is administered pursuant to this clause.

- 7.5 Parents must comply with the School's quarantine regulations as varied and notified to them from time to time. If the School so requires due to a health risk either presented by the Pupil to others or presented to the Pupil by others or by reason of a virus, pandemic, epidemic or other health risk, the Parents undertake to keep the Pupil at home and not permit them to return to the School until such time as the health risk has been averted. Where appropriate, the School will continue providing education to the Pupil remotely during the period of absence from School (including, for example, by sending the Pupil work assignments electronically or by post) pursuant to clause 6.2.

8. Fees and Extras

Please read this section carefully. It deals with your responsibility to pay the Fees, Extras and Late Payment Charges (as defined at clause 2 above). It also sets out the School's right to increase Fees during a Pupil's time at the School.

- 8.1 Fees are payable termly on or before the Due Date. A charge comprising interest (calculated at a rate of up to 2.75% per month or part thereof) and all reasonable associated administrative costs will be made for late payment of Fees and Extras.
- 8.2 Extras will be charged through the termly fees account, for the following:
- 8.2.1 activities in which the Pupil may take part subject to the Parents' agreement, such as trips, visits and other extra-curricular activities;
 - 8.2.2 the cost of any loss (for example, loss of books) or damage (other than fair wear and tear) to School property caused by the Pupil. The School reserves the right to charge for such loss or damage at full replacement cost;
 - 8.2.3 additional charges incurred by the School in providing for the special educational needs of the Pupil to the extent that the School is permitted by law to charge these to the Parents;
 - 8.2.4 any external examination fees; and
 - 8.2.5 any additional charges for providing boarding services as notified to parents from time to time.
- 8.3 Fees, Extras and any Late Payment Charges invoiced by the School are due and payable either by cheque or direct bank transfer in full by the Due Date. Invoices will be sent by the School to the Parents and to any Third Party. Any sum tendered that is less than the sum due and payable will be accepted by the School on account only. In the event that any item of the invoice is queried, the balance of the invoice which is not in dispute must be paid in accordance with this clause.
- 8.4 Subject to clause 8.5, each Parent and Third Party is together and separately responsible for payment of Fees, Extras and Late Payment Charges. In the event of non-payment of such Fees, Extras and Late Payment Charges the School is entitled to seek payment from any or all of the Parents or Third Party.
- 8.5 The School may agree by written release given by the Bursar to release a Parent from their liability to pay Fees, Extras and Late Payment Charges with the written consent of any other Parent or Third Party.
- 8.6 A payment made in respect of one Pupil may be appropriated by the School to an unpaid account of another Pupil who is a child of the same Parents.
- 8.7 The School reserves the right to refuse to allow a Pupil to attend the School or to withhold references while Fees, Extras and Late Payment Charges remain unpaid or where there is a persistent failure to pay Fees, Extras and Late Payment Charges on time.
- 8.8 The Parents and the Third Party will be liable to indemnify the School in full for any legal costs or expenses, including court fees, incurred by the School in seeking to recover unpaid and properly due Fees, Extras and Late Payment Charges.
- 8.9 Fees and Extras will be reviewed from time to time and may be increased by such amount as the School considers reasonable. Wherever possible, a Term's notice of any increase in Fees or Extras will be given. If the School gives less than a Term's notice of a Fees or Extras increase, Parents will be permitted to give written notice of withdrawal of a Pupil within 21 days after notice of the Fees or Extras increase without becoming liable to pay a Term's Fees in Lieu of Notice.

- 8.10 In the event that the exercise of the Head's rights under clause 6.2 results in reduced net costs to the School, the School will make such reduction to the Fees as is reasonable in all the circumstances for the period to which the variation or change relates and will notify the Parents of the basis for the reduction. The reduction in Fees will apply equally to Fees that are payable in advance or in arrears. Where the reduction in Fees for any Term is more than the sum owed to the School by the Parents, the School will issue a credit note to the Parents. If the Pupil will no longer be attending the School in the Term after the reduction is made, the School will issue a refund to the Parents equal to the value of the reduction in Fees.
- 8.11 Fees and Extras are not refundable nor will they be waived for absence caused by:
- 8.11.1 illness, accident, quarantine;
 - 8.11.2 study leave; or
 - 8.11.3 if the Pupil is released home after completing examinations.
- 8.12 Cheques and other instruments delivered at any time after the Due Date will be presented immediately and will not be considered as payment until cleared.
- 8.13 The School's Bursar may at their complete discretion, agree to the payment of all or part of the Fees, Extras and/or late payment charges by instalments or in a lesser sum than is due under the Contract. Any such agreement must be in writing signed by the Bursar. In the event of a breach of the agreement, it will terminate automatically and the Fees, Extras and Late Payment Charges then due shall be payable forthwith.
- 8.14 If a prepayment for between one and five years' Fees is made by or on behalf of the Parents, this will be at the discretion of the Governors and subject to other FIA Terms and Conditions. Regarding the unused part of the prepayment in the event of the Pupil leaving the School earlier than expected, a Term's Fees in lieu of notice (where applicable) and any other sum due and owing to the School at that time will be deducted from the sum to be refunded.
- 8.15 At the Head's discretion, a Pupil may be excluded from the School on three days' notice until all outstanding sums which are due and payable to the School by a Parent have been paid in full. The Head may consider that a Pupil has been withdrawn from the School without notice if full payment has not been received within four weeks from the date of exclusion, whereupon clauses 4.2 and 4.3 will apply. The School may notify other educational institutions of your outstanding payments.
- 8.16 If a Pupil has been awarded a Scholarship or Bursary, the value of the Scholarship or Bursary shall be deducted from the Fees for the period of the Bursary.
- 8.17 A Scholarship or Bursary may be withdrawn in accordance with the conditions upon which it is made and/or if, in the reasonable opinion of the Head, the Pupil's attendance, progress and/or behaviour no longer merit the continuation of the Scholarship or Bursary. Where it appears likely to the Head that a Bursary may be withdrawn from a Pupil, the Parents shall be notified in writing. Any withdrawal of a Bursary under this clause will not operate so as to increase the Fees due in respect of a Term which has already commenced. If within 14 days following the withdrawal of a Scholarship or Bursary a Pupil is withdrawn from the School, a Term's Fees in Lieu of Notice will not be payable.
- 8.18 If the Parent has provided inaccurate or misleading financial information to the School, the Parent shall be liable to repay up to three Term's benefits received under the Scholarship or Bursary.

8.19 The School is required to comply with applicable anti-money laundering laws. In order to do so, the School is entitled to request evidence of the identity of Parents and Third Parties. Parents and Third Parties must comply with such requests in a timely manner. The School will not accept cash payments.

9. Disciplinary Procedures

Please read this section carefully. It covers the School's disciplinary procedures and the possible financial implications for Parents in the event of breach of these procedures by Parents or Pupils.

9.1 Parents hereby confirm that they accept the authority of the Head, and staff on the Head's behalf, to take reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the School community as a whole.

9.2 The School's current Code of Conduct (Behaviour Policy) and Misbehaviour and Exclusions Policy are available to Parents on request and on the Parent Portal. These policies may undergo changes from time to time.

9.3 The School may in their discretion impose sanctions in accordance with the School Rules. The Head may suspend, exclude or, in serious or persistent cases, permanently exclude the Pupil from the School.

9.4 The School Rules set out examples of behaviour likely to result in suspension or permanent exclusion. These examples are not exhaustive.

9.5 There will be no refund of Fees or Extras paid or remission of Fees, Extras or Late Payment Charges due following exercise of the Head's discretion under clause 9.3. If the Pupil is permanently excluded the Acceptance Deposit will not be returned. All arrears of Fees, Extras and Late Payment Charges due to the School will be payable, however, a Term's Fees in Lieu of Notice will not be payable.

9.6 Parents may be required, during or at the end of a Term, to withdraw the Pupil (permanently or temporarily) from the School if, after consultation with the Pupil and/or the Parents, in the reasonable opinion of the Head:

9.6.1 the Pupil's attendance or behaviour (including outside School) justifies required Withdrawal;

9.6.2 the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School; or

9.6.3 the behaviour or conduct of either Parent affects or is likely to affect adversely the Pupil's, or any other Pupil's, progress in the School or the well-being of the School's staff or bring the School into disrepute.

If the Pupil is permanently Withdrawn in accordance with this clause 9.6, the retained part of the Acceptance Deposit will be refunded in full without interest, but otherwise the terms regarding Fees, Extras and late payment charges in clause 9.5 will apply.

9.7 Any complaint or rumour of misconduct will be investigated by the School and a Pupil may be questioned or have their belongings searched if appropriate. All investigations will be carried out fairly and with reasonable care. Parents or an Education Guardian will be informed as soon as

reasonably practicable. Where appropriate, the Pupil may be supported by a Parent, Education Guardian, or teacher chosen by the Pupil.

- 9.8 Unless the Head consents in writing, a Pupil who has been Withdrawn, suspended or excluded from the School is not entitled to enter the School.
- 9.9 You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this Clause 9 reviewed. Any such review shall be governed by the Complaints Procedure.

10. Information

- 10.1 The School will process the personal data of Parents and Pupils in accordance with applicable data protection legislation. Further details are provided in the School's Privacy Notices/Policies available on the School's website at <https://www.leweston.co.uk/information/policies/>.
- 10.2 In any case of safeguarding concerns or suspected child abuse the School may be obliged to disclose relevant information concerning the welfare of the Pupil to the appropriate authorities.
- 10.3 The School may supply information and a confidential reference in respect of a Pupil to any educational institution or prospective employer.
- 10.4 The School assumes no responsibility in connection with any publication of photographs outside the School's direct control including (but without limitation) photographs taken by other Parents, Pupils, family or friends and/or the use made by them.

11. School trips and excursions

- 11.1 Particulars of the School's Educational Trips and Visits policy to safeguard and promote health and safety on activities outside the School are available on request. The School's Educational Trips and Visits policy and School Rules continue to apply in all respects while on all School trips, excursions and sports fixtures.
- 11.2 The School will ensure that reasonable measures are taken to ensure the safety and wellbeing of the Pupil while the Pupil is travelling to, from and participating in organised School trips, excursions and sports fixtures.
- 11.3 The Parents' consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 11.4 The Parents consent to the Pupil taking part in School trips, excursions and sports fixtures without further notice or information from the School when the activity is a part of the normal School curriculum and when departure from and return to the School occur on the same day and during normal School hours.
- 11.5 The School will ensure that the written consent of the Parents is sought before the Pupil is permitted to take part in any School trip, excursion or sports fixture outside the definition of clause 11.4.
- 11.6 Where there is a charge for a School trip, excursion or sports fixture, Parents will be asked for their prior consent to the charge and it will be treated as an Extra and either added to the next Term's invoice or payable in advance. If prior consent is not provided then the Pupil will not be permitted to participate. Deposits are required for residential trips, are payable in advance or charged for as

an Extra and are non-refundable. Any costs incurred necessary to protect the Pupil's safety and welfare (for example, medical costs, taxis, air fares or professional advice) will be payable as an Extra and added to the next Term's invoice. Parents will be liable for the cost of a trip if that cost has been incurred and they withdraw a Pupil for any reason other than a serious health condition or emergency.

11.7 The School reserves the right not to allow a pupil to participate in an extra-curricular activity, including trips, if:

11.7.1 their behaviour has fallen significantly below the standard expected at Leweston School; or

11.7.2 if the School does not reasonably believe that the activity or trip can be undertaken safely by the Pupil.

11.8 The School has the right to prevent a Pupil (without notice if necessary) from attending extra-curricular activities, including trips, excursions or sports fixtures, on health and welfare grounds.

12. Complaints Policy

12.1 The School's Complaints Procedure for Parents and the number of complaints recorded in the preceding year is available to Parents on request and on the School's website.

12.2 The School welcomes suggestions and comments from Parents and takes seriously any concerns that may arise about any aspect of the service provided by the School. Parents should address their concerns to the appropriate member of staff or to the Head.

12.3 If the Parents' concerns are not addressed to their satisfaction informally, they can make a complaint in writing to the Head and/or by telephone or e-mail in the event of emergency.

13. Force Majeure (being events outside the School's control)

13.1 In the event of a Force Majeure arising, which hinders, prevents or delays the School's performance of any of its obligations under the Contract, the School shall, within a reasonable time, give the Parents written notice specifying the nature and extent of the impact of the Force Majeure on the School's ability to perform its obligations.

13.2 Provided that the School has acted reasonably and prudently to prevent or minimise the effect of the Force Majeure upon its ability to perform its obligations under the Contract, the School will have no liability in respect of the performance of such of its obligations as are hindered, prevented or delayed by the Force Majeure.

13.3 Subject to clause 13.4, the Parents shall continue to remain liable for all Fees, Extras and Late Payment Charges due as though the Force Majeure had not occurred.

13.4 If the School is wholly unable to perform its obligations under the Contract for a continuous period of more than fourteen (14) consecutive days, the Parents shall not be liable to pay the Fees for the period when the School is wholly unable to perform its obligations and the Fees for the Term affected will be reduced on a pro rata basis. If the Fees for the period of the Term affected:

13.4.1 have already been paid, the Parents will be issued with a credit note in the sum of the reduction or, if the Pupil will no longer be attending the School in the Term after the reduction is made, will receive a refund equal to the value of the reduction in Fees; or

- 13.4.2 have not been paid because the period of the Term affected includes the Due Date then Parents shall be entitled to deduct the value of the reduction in Fees from the balance of the Fees for the Term affected which shall be due and owing on the date when the School resumes performance of its obligations under the Contract.
- 13.5 If the School is wholly prevented from performing its obligations as a result of Force Majeure for a continuous period greater than six months, the School shall notify the Parents of the steps it plans to take to ensure performance of the Contract after such period. Following receipt of such notice from the School, Parents will be entitled to cancel the Contract on written notice to the School and without giving a Term's Written Notice or paying a Term's Fees in Lieu of Notice.
- 13.6 The School reserves the right, to be exercised reasonably, to require Parents at their cost:
- 13.6.1 to remove a Pupil and their belongings and possessions from the School; and/or
- 13.6.2 to return a Pupil and their belongings and possessions to the School upon cessation of the Force Majeure or upon earlier notification to the Parents by the School.
- 13.6.3 Where Parents are unable to comply with this clause, the School will use reasonable endeavours to do so on the Parents behalf and any costs and expenses incurred will be charged as an Extra and payable by the Parents.

14. Communications and notices

Please read this section carefully. It contains important information on the legal responsibilities of Parents and also details how the School treats communications to and from Parents.

- 14.1 Subject to clause 14.3, the School will be entitled (unless there is a court order or written notification stating otherwise) to treat any day to day communication from a Parent as having been given on behalf of each Parent.
- 14.2 All notices required to be given by the Parents to the School under the Contract must be given in writing and delivered:
- 14.2.1 by email to the School using this email address: head@leweston.dorset.sch.uk;
- 14.2.2 delivered by hand to a member of staff at the School Reception; or
- 14.2.3 sent to the School by recorded or other form of registered post to the School's registered address.
- 14.3 In addition, a Term's Written Notice given in relation to:
- 14.3.1 The cancellation of or failure to take up a place after acceptance pursuant to clause 4.1; or
- 14.3.2 The Withdrawal of a Pupil from the School pursuant to clause 4.2
- must be given by both Parents (where applicable) and be addressed to the Head.
- 14.4 The Parents undertake to notify the School of a change of address of any Parent.
- 14.5 Communications and notices will be sent by the School to both Parents by email or post to the address(es) held on the school record unless:

- 14.5.1 both Parents request otherwise in writing;
 - 14.5.2 the court makes an order to the contrary; or
 - 14.5.3 there are other reasons that justify withholding the information in order to safeguard the Pupil.
- 14.6 The Head must be notified in writing immediately of any matters that are relevant to the Pupil's safety and security, such as any court order that impacts the Pupil or of any significant change in home circumstances.

15. Miscellaneous

- 15.1 Either Parent may be excluded from the School premises (but not released from the Contract) if the Head considers such exclusion to be in the best interests of the Pupil, other Pupils or the School or its staff.
- 15.2 The Pupil is responsible for the security and safe use of all their personal property and property lent to them by the School.
- 15.3 The School will maintain liability insurance as required by law. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees. All other insurances are the responsibility of the Parents who must make their own arrangements to cover the Pupil's person or property while at School or on the way to or from School or on any School-sponsored activity away from the School. The School is not the agent of the Parents for any purpose related to insurance.
- 15.4 The School, in its discretion and on reasonable notice may amend the terms of the Contract. Whenever practicable, Parents will be given at least a Term's notice of any such amendments. The amended Contract will be made available to Parents.
- 15.5 The School reserves the right to transfer the undertaking of the School to any natural or legal person, and to assign the benefit of the Contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.
- 15.6 Whenever practicable, Parents will be given at least a Term's notice of changes made pursuant to clause 6.2 and 15.7 that would have a significant effect on the Pupil's education or pastoral care.
- 15.7 Any relaxation or forbearance by the School in pursuing its rights under the Contract will not amount to a waiver of those rights.
- 15.8 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.9 These Terms supersede those previously in force. Headings are for ease of reference only and do not affect the interpretation of the Terms.
- 15.10 Only the School and the Parents (and, in relation to financial obligations, any Third Party) are parties to the Contract.
- 15.11 The Contract is made in accordance with and governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

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