



Terms and Conditions

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CONTENTS

Taunton School Terms and Conditions:

1. Introduction	2
2. Terminology	2
3. Admission and entry to the school	3
4. Fees	3
5. Educational matters	6
6. Pastoral care	7
7. Health and medical matters	10
8. Behaviour and discipline	10
9. Provisions about Notice	12
10. Events beyond the control of the parties	14
11. Contractual matters	14
Schedule 1 Data protection information notes	16
Schedule 2 Summary of clauses containing financial consequences	17



1. INTRODUCTION

- 1.1 **Terms and conditions:** These terms and conditions reflect the custom and practice of independent schools for many generations and together with:
 - 1.1.1 the letter of offer;
 - 1.1.2 the Conditions of Award if applicable;
 - 1.1.3 the acceptance form; and
 - 1.1.4 the Fees Schedule
 - 1.1.5 the School Rulesform the basis of a legally binding contract between the Parents and the School for the provision of educational services. These terms and conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of Taunton School. They also help to protect parents from increases in fees and liabilities caused by the defaults of others.
- 1.2 **Variations:** these terms and conditions, the Conditions of Award (if applicable) the Fees Schedule and the School Rules are subject to change from time to time to reflect changes in the law or in custom and practice at the School.
- 1.3 **Fees and Notice:** The rules concerning Fees and Notice are of particular importance and are set out in Section 4. and Section 9.
- 1.4 **Managing change:** Taunton School, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see Section 11.3 for further details of the changes that may be made and the consultation and notice procedures that will apply.
- 1.5 **Waiver:** Any waiver is effective only if given in writing by the Head personally.

2. TERMINOLOGY

- 2.1 **School or We or Us:** means Taunton School Educational Charity (TSEC) comprising the Senior School, the Preparatory School, the Pre-Preparatory School and First Steps Nursery and Taunton School International (TSI) and Taunton School International Middle School (TSIMS) acting by the Governing Body as now or in the future constituted. The School is constituted as a charitable company limited by guarantee.
- 2.2 **School Governors or Governing Body:** means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School. The Governors comply with "Good Governance – a Code for the Voluntary and Community Sector."
- 2.3 **Head:** means the Head of the School as appointed by the School Governors and includes those to whom any of the duties of the Head of the School have been responsibly delegated, which includes the Heads of the Preparatory School, the Pre-Preparatory School and Nursery, Taunton School International, Taunton School International Middle School and the School Medical Officer whenever appropriate. The Head is responsible for the day-to-day running of the School.
- 2.4 **Parents or You:** means those who have parental responsibility for the child and/or any person who has signed the acceptance form. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party. Please also see clause 4. and clause 4.2. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name; to continue the Pupil's education at home and to ensure that the Pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.
- 2.5 **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the Pupil) are entitled to receive relevant information concerning the Pupil whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the Pupil.



- 2.6 **Pupil:** means the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with British custom.
- 2.7 **The School Year:** The School Year is deemed to start on 1 September in each year and end on 31 August the following year including the first and last days of each School Year.

3. ADMISSION AND ENTRY TO THE SCHOOL

- 3.1 **Registration and Admission:** Applicants will be considered as candidates for Admission and Entry to the School when the registration form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. Admission occurs when the Parents accept the offer of a place. Entry occurs on the date when the Pupil attends the School for the first time under these terms and conditions.
- 3.2 **Equality:** The School is a mainstream, boarding and day school for boys and girls aged from 0 to 18 years. Boarding places are usually available from 7 years and upwards. The School has a Christian ethos and welcomes staff and Pupils from any ethnic background, religious group or creed. Human rights and freedoms are respected. The School maintains and follows an equal opportunity policy and has a policy of improving its campus, over time, to provide full access for the disabled. At present, our physical facilities for the disabled are limited but We will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and Pupils who have disabilities for which, after reasonable adjustments, We can adequately cater.
- 3.3 **Offer of a place and Acceptance Deposit:** A deposit (Acceptance Deposit), as shown on the Fees Schedule for the relevant year, will be payable when the Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid without interest by means of a credit to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these terms and conditions. See also clause 9.7 for cancellation rights. The Nursery is an integral part of Taunton School, and in accepting a Nursery place Parents confirm that it is their intention that their Pupil should move through to the Pre-Preparatory and Preparatory Schools in due course. Should Parents withdraw a Pupil before the Pupil has completed a term in Year 3 the acceptance deposit will not be refunded. Where a Pupil is withdrawn having completed a term in Year 3 the acceptance deposit will be repaid by the means stated above.
- 3.4 **Immigration:** The School currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Head when returning a completed registration form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this School and the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Tier 4 sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents.

4. FEES

Fees: may include alone or in any combination the Registration Fee, the Acceptance Deposit, tuition fees, boarding fees, fees for extra tuition, other extras such as house charges, laundry of uniform and sports clothing and equipment and most books and stationery. Other items incurred by the School or the Pupil may be charged as Extras. The Pupil is, for these purposes, the agent of the Parents. Damage done by a Pupil, other than fair wear and tear, may be separately invoiced and must be paid as an extra.

- 4.1 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the School Term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. The School is agent only in respect of any goods and services which are supplied by a third party via the School to Pupils or their Parents.



- 4.2 **Payment of Fees by a third party:** An agreement with a third party to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Head. The School reserves the right to refuse a payment from a third party. All such third party payments are accepted in good faith.
- 4.3 **Indemnity:** If the School is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.
- 4.4 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded reduced or waived if:
- 4.4.1 the Pupil is absent through illness; or
 - 4.4.2 a Term is shortened or a vacation extended; or
 - 4.4.3 the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or
 - 4.4.4 the School is temporarily closed due to adverse weather conditions; or
 - 4.4.5 for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.
- See also Section 10 for information about events beyond the control of the parties.
- 4.5 **Exclusion for non-payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, s/he will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with Section 9.5. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise. The School may withhold any information, character references or property while Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil.
- 4.6 **Late payment:** A late payment administration charge may be added to all accounts where the invoice remains outstanding after the first day of each term. In addition to this administration charge, interest may, at the absolute discretion of the School, be charged on a day-to-day basis on Fees which are unpaid following the first day of term. The rate of interest charged will be at up to 2% over the Base Rate of the Bank of England. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim. Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.
- 4.7 **Part-payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance of Fees, as set out in clause 4.6.
- 4.8 **Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child of those Parents.
- 4.9 **Installment Arrangements:** An agreement by the School to accept payment of current and / or past and /or future Fees by direct debit or any other arrangement is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any installment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the installment agreement or the invoice shall prevail. In the event of any default for 30 days or more any installment arrangement will cease automatically and, on ceasing, the full amount of fees then due shall be payable forthwith as a debt and a late payment charge will be due.
- 4.10 **Advance Payment of Fees:** An arrangement under which a lump sum advance payment of more than one year's fees may be made by or on behalf of the Parents. It will be subject to a separate agreement, which provides, among other conditions, for a refund of the unused part of the prepayment in the event of the Pupil's leaving earlier than expected. 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.



4.11 Scholarships and bursaries:

- 4.11.1 **Duration of an Award and Means Testing;** a Scholarship would normally remain in place for the whole of the Pupil's time at the School. A Bursary will normally be means -tested annually and may be withdrawn or reduced if the Head considers that the financial circumstances have changed materially. The School may make the granting of a Scholarship, or its size, conditional upon a means test. It also reserves the right to means- test a Scholarship that has been awarded previously and to withdraw the award or reduce its size.
- 4.11.2 **Art Scholarship** holders will be expected to make full and frequent use of the facilities in order to develop their work. Although they will be directed in conjunction with other Pupils, their progress will be more closely monitored and they will have a tutorial at least once a term to discuss their artistic development. In the event of a Minor Scholar making a significant contribution to the development of Art and Design with the Department, such as an exhibition of their work which influences and encourages other Pupils, then the Award may be increased to a Major Award in Year 13.
- 4.11.3 **Music Scholarship** holders are required to enter fully into the musical life of the School.
- 4.11.4 **Sports Scholarship** holders are required to contribute wholeheartedly to the sporting life of the School through participation in representative sports, although the Award itself will not guarantee the holder a place in the team. Once an award has been made, the crucial factor for its continuance will be commitment rather than performance.
- 4.11.5 **Obligations of the Scholar:** A Pupil who has been awarded a Scholarship ("the Scholar") is required to work hard, to contribute positively to the life of the School, particularly in their specialism such as Art, Music or Sport, and to set a good example to other Pupils.
- 4.11.6 **Obligations of the Scholar's Parents:** The Parents of the Scholar are expected to support and encourage the Scholar to achieve the purposes of the Award and to uphold the aims and the good name of the School. The Parents are also required to pay the balance of the fee account by the first day of term, unless an Installment Arrangement, as described at 4.9 (above), has been agreed with the School.
- 4.11.7 **Withdrawal of an Award:** After appropriate consultation and warnings an Award may be withdrawn by written notice sent to a Parent if, in the opinion of the Head, the Pupil or Parents have not complied with their obligations or the Pupil has fallen below the required standards of conduct and progress. The withdrawal of an Award shall take effect from the start of the following term. Further, an Award may be withdrawn if the balance of the fee account remains unpaid 28 days after a written reminder of payment has been sent to the Parents.
- 4.11.8 **Aggregation:** Scholarships and Bursaries do not aggregate with other discounts such as the Family discount; only the largest discount will apply at any one time.
- 4.11.9 **Repayment Events:** Parents shall be required forthwith upon receipt of written notice to repay all or part of the benefits of an Award that they have received in any of the following circumstances:
- up to three terms benefits (if received) if the Pupil has engaged in serious misconduct or has been expelled or removed for reasons of misconduct at the requirement of the Head acting in good faith;
 - up to three terms benefits (if received) in the case of the Pupil being withdrawn for any reason during a School term without a term's written notice having been given.
- 4.12 **Fees increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the School written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit, if paid, will be refunded without interest less any sums owing to the School.
- 4.13 **Information about Fees:** The Parents consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.
- 4.14 **Taunton School Foundation:** The Foundation exists to achieve long term fund raising to benefit the School. Parents who are UK income tax payers agree that any donations made to the Foundation after 6 April 2000 are to be treated as tax efficient gifts under the Gift Aid Scheme until further notice. To make a tax effective gift you must have paid an amount of UK income tax that equals or exceeds the amount of tax to be reclaimed. Parents making a donation who have not paid sufficient UK tax in the relevant year or who wish to cancel this arrangement undertake to inform the Foundation.



- 4.15 **Anti-money laundering and anti-bribery:** The School is generally unable to accept cash in payment of fees. Where there is an unusual transaction it may be reported to the National Criminal Intelligence Service. From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport. The parties will comply with the School's policy on anti-bribery, which is set out at Appendix 1 of the Financial Regulation Policy. A copy of the anti-bribery and corruption policy is available from the School on written request.

EDUCATIONAL MATTERS

- 5.1 **Provision of education:** The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality that is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances and often to a much higher standard. The School will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 5.2 **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery and public examinations entered in a way that is, in the professional judgement of the Head, most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Pupils. Any Parent who has specific requirements or concerns about any aspect of the Pupil's education or progress should contact the Pupil's tutor or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.
- 5.3 **Progress reports:** The School monitors the progress of each Pupil and reports regularly to Parents by means of performance assessments and full written reports.
- 5.4 **Personal, Social and Health Education:** The Pupil will receive health and life skills education appropriate to his/her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.
- 5.5 **Public examinations:** The School will enter a Pupil's name for an examination if the Head is satisfied that such is in the best interests of the Pupil. The Head may, after consultation with a Parent, decline to enter a Pupil's name for a public examination if, in the exercise of his / her professional judgment, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and / or if the Pupil has not prepared for the examination with sufficient diligence.
- 5.6 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Where Parents are separated or divorced, reports and other information will be sent to the person with whom the Pupil normally resides.
- 5.7 **Learning difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The School staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 5.8 **Screening for learning difficulties:** The screening tests available to schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
- 5.9 **Information about learning difficulties:** The Parents shall notify the Head in writing if they are aware or suspect that the Pupil or anyone in his/her immediate family has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgment of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching.
- 5.10 **Moving up the School:** It is assumed that if the Pupil satisfies the relevant criteria at the time s/he will progress through the School, moving into the year group above and to the next stage of the School, and will ultimately



complete the Upper Sixth Year (Year 13). The Parents will be consulted before the end of the Spring Term if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. The Parents must give a Term's Notice in writing (i.e. before the start of the Summer Term) in accordance with the provisions about Notice in Section 9 (below) if they do not intend the Pupil to proceed to the next stage of the School, or a Term's Fees in lieu of Notice will be payable. A Pupil who is moving from Taunton School International into the Preparatory School or Senior School will be required to achieve the entry standard to Taunton School before a place may be offered and confirmed.

- 5.11 **School's intellectual property:** Where the Pupil, in conjunction with any member of staff, creates anything (including a work, a design, an invention, a database, a trademark or goodwill) (a Work) in respect of which any intellectual property (including copyright, design rights, patents, database rights or the right to sue for passing off) (Intellectual Property Rights) exist, the School reserves all its Intellectual Property Rights in respect of that Work.
- 5.12 **Pupil's work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, examination scripts, painting and computer generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.
- 5.13 **Educational visits:** A variety of School trips are provided for the Pupils. Permission will normally be sought from the Parents of day Pupils in advance. It is not always possible to contact the Parents of boarding Pupils in advance and thus Parents of boarders agree to their house staff giving permission for their Pupil to go on a School trip. The costs of certain School trips will be charged as an extra and added to the fees invoice. By signing the acceptance form or agreeing to be bound by these terms and conditions the Parents consent to the Pupil taking part in any School trip. School trips which:
- 5.13.1 cost more than £25; or
 - 5.13.2 require overseas travel; or
 - 5.13.3 involve an overnight stay; or
 - 5.13.4 occur during a weekend or School vacation; or
 - 5.13.5 involve some element of high risk or adventure activity
- will be subject to a separate agreement. The cost of such a visit will be payable in advance. The Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Pupil from taking part in a School trip while overdue Fees remain unpaid.

6. PASTORAL CARE

- 6.1 **The School's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.
- 6.2 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School must be notified immediately to a member of the House staff or in the case of a serious concern should be notified in writing to the Head as soon as practicable. A copy of the School's complaints procedure can be supplied on request. See also clause 8.20
- 6.3 **Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his/her parents. If any conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.



- 6.4 **Head's authority:** The Parents authorise the Head to take and / or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare. Please see also Section 6.8.
- 6.5 **Ethos:** The ethos of the School is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and the Parents and We expect the same of the Pupil and the Parents in relation to the School or its staff. We attach importance to courtesy, integrity, manners and good discipline. Parents agree that a Pupil will take a full part in the activities of the School, including Chapel and Religious Education, will attend each School day, will be punctual, will work hard, will be well behaved and will wear uniform as specified in the School Rules. All Pupils will receive health and life skills education appropriate to their age and in accordance with the curriculum from time to time.
- 6.6 **Physical contact:** The Parents consent to such physical contact with the Pupil:
- 6.6.1 as may accord with good practice; or
 - 6.6.2 as may be appropriate and proper for teaching and instruction; or
 - 6.6.3 for providing comfort to the Pupil in distress; or
 - 6.6.4 to maintain safety and good order; or
 - 6.6.5 in connection with the Pupil's health and welfare.
- The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
- 6.7 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- 6.7.1 any known medical condition, health problem or allergy affecting the Pupil;
 - 6.7.2 any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;
 - 6.7.3 any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
 - 6.7.4 any family circumstances or court order which might affect the Pupil's welfare or happiness;
 - 6.7.5 any concerns about the Pupil's safety;
 - 6.7.6 any material change in the financial circumstances of the Parents;
 - 6.7.7 except when the Pupil is boarding if it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.
- 6.8 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's use of:
- 6.8.1 email;
 - 6.8.2 the internet; and
 - 6.8.3 mobile electronic devices.
- See also the School's policy on acceptable use of IT and email.
- 6.9 **Special precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. A Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the School community.
- 6.10 **Leaving School premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if s/he leaves School premises in breach of School rules or regulations. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours.
- 6.11 **Residence during Term time:** The Pupil, except when boarding, is required during Term time and at weekends, exerts



(permitted periods of time away from School) and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. Short-term boarding, charged as an extra, can be provided during Term time for the Pupil where accommodation arrangements have broken down. Boarders must live at the School. The Head must be notified in writing immediately if the Pupil will be residing during Term time under the care of someone other than the Parents or his/her education guardian.

- 6.12 **Communications from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the School. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 9..
- 6.13 **Absence of the Parents:** If the Parents are resident in the UK and are both absent from the Pupil's home overnight or for a 24 hour period or longer, the Head must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of the Pupil.
- 6.14 **Education guardians:** The Parents if resident outside the United Kingdom must before Entry appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility for the Pupil when s/he is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian but the School will be able to assist. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.
- 6.15 **Travel Arrangements:** The School reserves the right to charge all administration and other expenses including staff supervision where the School has to make travel or other arrangements for the Pupil before, during or at the end of a term.
- 6.16 **Photographs or images (including video recordings):** By signing the acceptance form or agreeing to these terms and conditions the Parents consent, as far as is required under data protection law, to the School obtaining and using photographs or images (including video recordings) of the Pupil for:
- 6.16.1 use in the School's promotional material such as the prospectus, the website or social media;
 - 6.16.2 press and media purposes;
 - 6.16.3 educational purposes as part of the curriculum or extra-curricular activities.
- The School may seek specific consent from the Parents before using a photograph or video recording where the School considers that the use is more privacy intrusive. Where the Pupil is of sufficient maturity (usually when aged 12 years or older) we may seek the Pupil's specific prior consent in addition to or instead of the Parents' consent. We would not disclose the home address of the Pupil without the Parents' consent.
- Please see the School's privacy notice document which is published on our website for more information about the use of photographs and images
- 6.17 **Request for confidentiality:** The Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us to not use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the Head in writing, requesting an acknowledgment of their letter.
- 6.18 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 6.19 **Pupil's personal property:** The Pupil is responsible for the security and safe use of all his/her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the School. Pupils are responsible for ensuring that all such property is clearly marked with the owner's name. A Pupil may not bring any item of equipment on to School premises which runs off mains electricity without the permission of the House Staff.
- 6.20 **Insurance:** The School will maintain those insurances which are prescribed by law. All other insurances are the responsibility of the Parents including insurance of the Pupil's personal property whilst at School or on the way to and from School or on any School-sponsored activity away from School premises. The School is not the agent of the



Parents for any purpose related to insurance.

- 6.21 **School's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

7. HEALTH AND MEDICAL MATTERS

- 7.1 **Medical declaration:** Before the Pupil enters the School the / the Parents will be asked to complete a Confidential Information Form concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.
- 7.2 **Medical care:** If a boarder the Pupil must be registered on the National Health Service list of the School Medical Officer while a pupil at the School. The Parents must comply with the School Medical Officer's recommendations which may include a reasonable decision to release the Pupil home or to his/her education guardian when s/he is unwell.
- 7.3 **Pupil's health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement in the interests of the Pupil and/or the School community. The Pupil if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community. When grounds for suspicion exist the Head may require the pupil to give a biological sample under medical supervision to test for the use of illegal drugs or other substances damaging to health. A record of such sample will not form part of the pupil's permanent medical record.
- 7.4 **Medical information:** Throughout the Pupil's time as a member of the School, the School Medical Officer shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, need-to-know basis.
- 7.5 **Medical treatment:** The Parents authorise the Head to consent on their behalf to the Pupil receiving emergency medical treatment, including blood transfusions within the United Kingdom, general anaesthetic and operations under NHS or at a private hospital where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time. In the event of illness Parents agree that appropriate non prescription medication should be administered in accordance with the instructions of the School Medical Officer.

8. BEHAVIOUR AND DISCIPLINE

- 8.1 **School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.
- 8.2 **Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School rules about the wearing of uniform and general appearance. All pupils will receive health and life skills education appropriate to age in accordance with the curriculum from time to time.
- 8.3 **School rules:** Each Senior School Pupil and Taunton International School Pupil is supplied with a copy of the School Rules giving information about the ethos and rules at the School. The Purpose of the School Rules is to provide information and help every Pupil to know what is expected and to encourage courtesy and consideration for others. Each Pupil in the Senior School and Parents should read the School Rules. Every Pupil in the Preparatory and Pre-Preparatory School is made aware of the School Rules and Parents will be informed as necessary. Taunton International School Pupils receive guidance in understanding the School Rules during their induction training.
- 8.4 **School discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and



the School community as a whole. The School's disciplinary policy which is current at the time and published on the School website applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.

- 8.5 **Investigative action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by the Parents, education guardian or a teacher of the Pupil's choice.
- 8.6 **Procedural fairness:** Investigation of a complaint that could lead to Expulsion, Removal or Withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. A Pupil may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.
- 8.7 **Divulging information:** Except as required by law, the School and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.
- 8.8 **Behaviour Outside School:** Misconduct of any kind outside of School will be amenable to School discipline if the welfare of another Pupil or the culture or reputation of the School are placed at risk.
- 8.9 **Drugs and alcohol:** The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
- 8.10 **Sanctions:** The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, gating, rustication or suspension, or alternatively being removed or expelled.
- 8.11 **Definitions of sanctions:** The definitions in this clause apply in these terms and conditions.
- Expulsion:** means that the Pupil is required to leave the School permanently in circumstances described in clause 012.
- Gating:** means that the Pupil is confined to the School premises for a limited period of time (usually during a weekend) but without further disciplinary consequences.
- Removal:** means that the permanent removal of the Pupil from the School is required in circumstances described in clause 8.14.
- Rustication:** means the release of the Pupil to his/her home or to an education guardian for a specified period of time (usually a weekend) but without further disciplinary consequences.]
- Suspension:** means that the Pupil is sent or released home for a limited period as either a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.
- Withdrawal:** has the meaning set out in clause 9.10.
- 8.12 **Expulsion:** The Pupil may be formally expelled from the School if the Head is reasonably satisfied that the Pupil's conduct (whether on or off School premises or in or out of term time) has been prejudicial to good order or School discipline or to the reputation of the School. The Head shall act with procedural fairness in all such cases and in accordance with the procedures of natural justice and will not expel a Pupil other than in grave circumstances. The Head's decision to expel shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 8.7 and clause 8.8.
- 8.13 **Fees following Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past Terms. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.



- 8.14 **Removal in other circumstances:** The Parents may be required to remove the Pupil permanently from the School or from boarding if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that:
- 8.14.1 by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the School; or
- 8.14.2 if the Parents have treated the School or members of its staff unreasonably; then
- in these circumstances, and at the sole discretion of the Head, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the Parents as well as those of the School. The Head's decision to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 8.7 and clause 8.8.
- 8.15 **Fees following Removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 8.14, the provisions relating to Fees shall be as set out in clause 8.13 save that the Acceptance Deposit will be refunded without interest less any sums owing to the School.
- 8.16 **Leaving status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Removal or Withdrawal.
- 8.17 **Governors' Review:** The Parents may request a review by Governors (Governors' Review) of a decision to expel or require the Removal of the Pupil from the School or from boarding (but not a decision to suspend the Pupil unless the suspension is for 11 School days or more, or would prevent the Pupil taking a public examination). The request shall be made as soon as possible and in any event within seven days of the Head's decision being notified to the Parents. The Parents will be entitled to know the names of the Governors who make up the review panel and may ask for the appointment of an independent panel member nominated by the School and approved by the Parents, such approval not to be unreasonably withheld.
- 8.18 **Review procedure:** The Head will advise the Parents of the procedure (current at that time) under which a Governors' Review shall be conducted by a panel of up to three Governors and an independent member if requested. If the Parents request a Governors' Review, the Pupil will be suspended from School until the review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.
- 8.19 **Access:** A Pupil who has been withdrawn, excluded, suspended, removed or expelled from the School must not enter School premises for any reason without the written permission of the Head in advance.
- 8.20 **Complaints procedure:** A complaint about any matter of School policy or administration not involving an Expulsion or Removal of the Pupil must be made in accordance with the School's complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9. PROVISIONS ABOUT NOTICE

- 9.1 **Term:** means the period between and including the first and last days of the relevant school term.
- 9.2 **Notice:** means (unless the contrary is stated in these terms and conditions) a Term's Written Notice given by:
- 9.2.1 both Parents; or
- 9.2.2 one of the Parents with the prior written consent of the other Parent; and
- 9.2.3 any other person with Parental Responsibility
- before the first day of Term addressed to and received by the Head. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Pupil. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.
- 9.3 **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if:
- 9.3.1 the Parents wish to cancel the place after acceptance; or
- 9.3.2 the Parents wish to withdraw the Pupil who has entered the School; or



- 9.3.3 the Parents or the Pupil wish to transfer from boarding to day status or vice versa, or between categories of boarding; or
- 9.3.4 following the GCSE year or AS Level year, the Pupil will not return for the following year even if s/he has achieved the required grades.
- 9.4 **Provisional notice:** is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Head personally.
- 9.5 **Fees in lieu of Notice:** in circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following Withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. One Term's Fees in lieu of Notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- 9.6 **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see clause 0 for details of when Entry to the School occurs.
- 9.7 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Acceptance Deposit and the Additional Deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.
- 9.8 **Cancelling acceptance:** The Cancellation of the place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is Fees for between one and five years. Nonetheless, the School agrees to limit the liability of the Parents to:
- 9.8.1 one Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession), less the Acceptance Deposit, payable as a debt immediately unless the place is filled immediately and without loss to the School if less than a Term's Written Notice of Cancellation has been given. ; or
- 9.8.2 the Acceptance Deposit if more than a Term's Written Notice has been given.
- Cases of serious illness or genuine hardship may receive special consideration on written request.
- 9.9 **Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the acceptance form. If clause 9.9, applies the four week period shall start when the 14 day cancellation period expires. The Acceptance Deposit will then be retained by the School. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt.
- 9.10 **Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these terms and conditions at any time after the Pupil has entered the School. Please see clause 9.1 for details of when Entry to the School occurs. See also clause 9.2, clause 9.3 and clause 9.4.
- 9.11 **Withdrawal by the Parents:** If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 4.5, Fees in lieu of Notice will be due and payable as a debt immediately whether or not the place can be filled.
- 9.12 **Withdrawal by the Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents.
- 9.13 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Head or with the Head's authorised deputy before Notice of Withdrawal is given by the Parents.
- 9.14 **Transfer between boarding and day status:** Before providing the Notice required under clause 9.2, the Parents must obtain the express permission of the Head in writing if the Parents or the Pupil wishes to change from boarding to day status or vice versa, or between categories of boarding (e.g. full boarding to weekly boarding). At the discretion of the Head, the School has the right to postpone or refuse a transfer request and the Head will consider the best interests of the Pupil and the School in reaching the decision. Any such place is subject to the availability of places.



- 9.15 **Discontinuing extra tuition:** A Term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.
- 9.16 **Termination by the School:** The School may terminate this agreement on one Term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees. The School may terminate this agreement immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.

10. EVENTS BEYOND THE CONTROL OF THE PARTIES

- 10.1 **Force majeure:** An event beyond the reasonable control of the School or the Parents is a Force Majeure Event and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

In the event of a force majeure arising, which prevents or delays the School's performance of any of its obligations under this agreement, the School shall do all that it reasonably can to continue to provide educational services and to prevent or minimise the effect of the force majeure. The School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. Given that the School will do all that it reasonably can to overcome the effect of the force majeure, Parents will continue to be liable to pay fees.

11. CONTRACTUAL MATTER

- 11.1 **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions subject as below.
- 11.2 **Data protection:** By signing the acceptance form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and, so far as they are able, on behalf of the Pupil consent as far as is required under data protection law to the processing by the School of personal information including:
- 11.2.1 financial information relating to the Parents;
 - 11.2.2 sensitive personal information relating to the Parents and / or the Pupil;
- as is deemed necessary for the legitimate purposes of the School. See also the School's Data protection information notes as set out below.
- 11.3 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. The offer of a place and its acceptance are given on the basis that, in the interests of the School as a whole, reasonable changes may be made from time to time to the size and location of the School, to its premises and facilities, to the academic and games curriculum and the structure and composition of classes and the way the School is run, to the rules and disciplinary framework, to the length of the School terms and the School day and to any other aspect of the School. In addition, there may be the need to undertake a corporate re-organisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.
- 11.4 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.
- 11.5 **Consultation:** 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.
- 11.6 **Information for parents:** We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should



seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the School.

- 11.7 **Copyright:** The School reserves the copyright to all of the School names and logos used in each part of the School and its associated companies.
- 11.8 **Third party rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it. The acts and omissions of parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Parents and vice versa.
- 11.9 **Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these terms and conditions.
- 11.10 **Jurisdiction:** This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Taunton School Educational Charity is a Company Limited by Guarantee
Registered in England, Company Number: 4005803
Registered Office: Clerk to the Governors, Taunton School, Taunton TA2 6AD
Registered Charity Number: 1081420



SCHEDULE 1. DATA PROTECTION INFORMATION NOTES

- 1 The School holds information about You and your child including exam results, parent and guardian contact details, financial information and details of medical conditions. This information is kept electronically on the School's information management system or manually in indexed filing systems.
- 2 These notes refer to the processing of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.
- 3 The School processes information about You and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and / or the School processing financial information obtained from You or from third parties such as credit reference agencies.
- 4 The School may process different types of information about your child for the purposes set out above. That information may include:
 - 4.1 medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child;
 - 4.2 personal details such as home address, date of birth and next of kin;
 - 4.3 information concerning your child's performance at School, including discipline record, School reports and examination reports;
 - 4.4 financial information including information about the payment of fees at this School or any other school.
- 5 Where in the professional opinion of the Head it is deemed necessary we may share information with certain third parties.
- 6 We may, in order to verify your identity and so that We can assess your application for the award of a bursary or for credit in contemplation of an agreement for the deferment of Fees, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about You. Failure to supply information may result in a refusal of an award or credit.

If You would like further information about how the School processes personal information, please see our privacy notice document published on our website.



SCHEDULE 2. SUMMARY OF CLAUSES CONTAINING FINANCIAL CONSEQUENCES

Event	Clause
Offer of a place and deposit	3.3
Refund or waiver	4.4
Exclusion for non-payment	4.5
Late payment	4.6
Fees following Expulsion	8.13
Fees following Removal	8.15
Fees in lieu of Notice	9.5
Cancellation rights	9.7
Cancelling acceptance	9.8
Cancelling a place offered in the Term before Entry	9.9