Terms and Conditions

Taunton School

Review Date: April 2026

Effective: September 2026

Contents

Taunton School Terms and Conditions....2
1 Introduction....2
2 Terminology....2
3 Admission and entry to the School....4
4 Fees....5
5 Educational matters....6
6 Pastoral care....9
7 Health and medical matters....12
8 Behaviour and discipline....13
9 Provisions about Notice....16
10 Events beyond the control of the parties....18
11 General contractual matters....19
Schedule 1 Nursery Fees, Funding and Provision Terms....21
Schedule 2 Summary of clauses containing financial consequences....25

Taunton School Terms and Conditions

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 list

they form 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.

1.2 **Fees and Notice:** The rules concerning Fees and Notice are of particular importance and are set out in Section 4 and Section 9.

1.3 **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 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2 Terminology

2.1 **School or We or Us**: means Taunton School Educational Charity as now or in the future constituted (and any successor). 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.

2.3 **Head**: means the Head of the School as appointed by the School Governors. The Head is responsible for the day-to-day running of the School.

2.4 **Parents or You**: means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these *Terms and Conditions*. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or credit provider) will be subject to a separate agreement between the School, the Parents and the third party. Parents may also refer to a legal guardian who has signed the acceptance form. Please also see clause 4.3 and clause 11.8.

2.5 **Parental Responsibility**: Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are 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 child.

2.6 **Pupil**: means the child named on the acceptance form. The age of the Pupil will be calculated in accordance with British custom.

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. The admissions requirements are set out in the School's Admissions Policy current at the time and published on the School's website. **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 **Ethos and character**: The School is an independent , boarding and day school for boys and girls aged from 0 to 19 years. The School comprises Taunton Preparatory School for pupils aged 0 to 13 years which includes the Nursery and Pre-Prep, and Taunton Senior School for pupils aged 13-19. The School is designated as having a Christian character and welcomes staff and children from many different ethnic groups, backgrounds and creeds.

3.3 **Offer of a place and deposit:** A deposit (**Acceptance Deposit**) as shown on the fees list 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 by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these *Terms and Conditions* or unless the Parents wish to donate the Acceptance Deposit to the School's Foundation. We will make reasonable attempts to contact parents to return the acceptance deposit but if those attempts are unsuccessful after 12 months following the Pupil leaving the school, we reserve the right to donate the remaining balance to the School's Foundation.

3.4 **Additional Deposit**: For reasons of administration, the right is reserved to require payment by parents of an additional deposit (**Additional Deposit**), as shown on the fees list for the relevant year, in the case of a pupil whose normal residence is outside the UK. The additional deposit for pupils living outside of the UK will need to be supplemented annually to ensure it remains in line with the appropriate fee. The Additional Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these *Terms and Conditions*. See also clause 9.6.

Immigration: The School currently holds a Child Student sponsor licence. The Parents must inform the Head and/or the Director of Admissions 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. All international students requiring a Child Student or Student Visa will be issued a Confirmation of Acceptance for Studies (CAS) letter by the School. Issuance of the CAS incurs a £150 CAS Admin Fee which will be added to the following term's school bill. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the UK 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 Child Student sponsor, including the passport, visa, vignette and /or biometric resident permit of the Pupil and, where necessary, the Parents. The Parents shall immediately inform the School of any intended or actual change in the Pupil's accommodation arrangements during their period of sponsorship. Please also see clause 9.14.

4 Fees

For information concerning the fee structure for nursery and pre-school please refer to Schedule 1 below.

4.1 **Fees**: may include alone or in combination any of the Registration Fee, the Acceptance Deposit, the Additional Deposit, tuition fees, boarding fees, fees for extra tuition, other extras such as house charges, clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred.

4.2 **Payment of Fees**: The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. 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 reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds or where it has reason to believe that it may be unlawful to accept the payment.

4.3 **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 COO. The School reserves the right to refuse a payment from a third party.

4.4 **Indemnity**: If the School is required to pay all or part of any sum received against Fees to a third party, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.

4.5 **Refund or waiver**: Save where there is a legal liability including liability under a court order or under the provisions of this contract to make a refund or reduction Fees will not be refunded, reduced or waived if:

4.5.1 the Pupil is absent through illness; or

4.5.2 a Term is shortened or a vacation extended; or

4.5.3 the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or

4.5.4 the School is temporarily closed due to adverse weather conditions or other safety related or good reasons; or

4.5.5 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.

4.6 **Exclusion for non-payment**: The School may exclude the Pupil by providing written notice if at any time Fees are overdue for payment including where the School refuses to accept a payment under clause 4.2. If the Pupil is excluded for a period of 28 days or more in such circumstances, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with Section 9. Exclusion in these circumstances is not a disciplinary matter and there is no right to a Governors' Review. The School may

withhold any information, character references or property while Fees remain overdue where it is lawful to do so.

4.7 **Late payment:** An administration fee plus simple interest may be charged on a day-to-day basis on Fees which are unpaid in accordance with the School's Credit Control Policy. The rate of interest charged will be at up to 2% per annum over the base rate of the Bank of England accruing on a daily basis. 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.

4.8 **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 4.7.

4.9 **Appropriation:** Payments will usually be allocated by the School to the earliest balance on the Fees account. The School is entitled to allocate payments from the Parent to their account as it sees fit. The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of the Parents.

4.10 **Instalment arrangements:** An agreement by the School to accept payment of current and / or past and /or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these *Terms and Conditions* and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the *Terms and Conditions* of the instalment agreement or the invoice shall prevail.

4.11 **Scholarships and bursaries:** Every scholarship, Assisted Place or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff reasonably. The terms on which such awards are offered and accepted will be notified to the Parents and the Pupil at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any Assisted Place or other concession is calculated or assessed. A copy of the School's Assisted Place Policy is available from the School on written request.

4.12 **Fees increases:** Fees are subject to increase from time to time. Increases typically take effect for the start an academic year. Parents will be notified of a Fees increase with a Term's Notice.

4.13 **Applicable taxes:** Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are exclusive of VAT and any other taxes, which will be added (where applicable). You may be required to reimburse the School for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT. In some cases, the School may send you invoices for services provided to you by a third party where the School is acting as agent for that third party. Where this happens, the School will either provide details of these agency arrangements in our invoice or contact you separately to provide such information. If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

4.14 **Information about Fees:** The Parents acknowledge that the School may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the School may inform any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.

4.15 **Identity of Fees payer:** 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, and the Parents agree to provide such information as reasonably requested by the School in this respect.

4.16 **Charging for 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.

5 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 which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.

5.2 **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. This may be by online or other form of remote learning. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable but reserve the right not to offer any advertised subject if there is not sufficient pupil uptake or resource. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's tutor, or 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 shall monitor the Pupil's progress and shall report to the Parents by means of performance assessments and full written reports.

5.4 **Sex education:** The Pupil will receive health and life skills education including relationships and / or sex 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 part or all of the sex education aspect of the curriculum. The Pupil cannot be withdrawn from relationships education.

5.5 **Public examinations:** The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of his / her professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and / or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his / her tutors. Public examination results will usually be shared with the Pupil's parents where requested.

5.6 **Examination services:** The Head may, after consultation with the Parents and if appropriate the Pupil, decline to apply for post-examination services if, in his / her professional judgement, it is considered not to be in the best interests of the Pupil or the examination cohort to do so.

5.7 **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.

5.8 **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.

5.9 **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. The Parents agree to cooperate fully with any investigation of the Pupil's educational needs and any refusal to do so may be regarded as unreasonable behaviour. See also clause 8.12.3.

5.10 **Information about learning difficulties:** The Parents shall notify the Head when completing the School's Confidential Information Form and subsequently in writing if at any time they are aware or suspect that the Pupil has a learning difficulty. The Parents must provide the School with copies of all written reports and other relevant information. The Pupil's place will be cancelled, or, once the Pupil has started, the Parents will withdraw the Pupil, upon request, if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The usual provisions regarding Notice of Withdrawal and Fees in lieu of Notice do not apply in these circumstances. The School reserves the right to charge for the provision of additional teaching and other support arrangements where it is lawful to do so.

5.11 **Moving up the School:** It is assumed that, if the Pupil satisfies the relevant criteria at the time, he / she will progress through the School and will ultimately complete Year 13. Parents are informed at the relevant stage of their child's education. The Parents will usually be consulted before the end of the Spring Term if there appears to be any reason why the Pupil may be refused a place in the next year at the School. Unless the Pupil will be leaving at the end of Year 13, 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 year of the School, or a Term's Fees in lieu of Notice will be payable.

5.12 **Intellectual property:** Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the School may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet, social media or public website.

5.13 **Pupil's work:** 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. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. 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.

5.14 **Consent for educational visits:** A variety of educational visits will be provided for the Pupil. The Parents will be provided with relevant information in advance of educational visits. Unless the Parents specifically notify the School in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the acceptance form or agreeing to be bound by these *Terms and Conditions* the Parents consent to the Pupil taking part in all educational visits. These include:

5.14.1 off-site activities involving Pupils aged 5 or under;

5.14.2 visits (including overnight or residential stays) which take place during the weekends or school holidays;

5.14.3 non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day;

5.14.4 adventure activities which may take place at any time; and

5.14.5 visits that cost less than £25.

The Parents agree that the Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit.

5.15 **The cost of educational visits:** The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause 5.14.1 to 5.14.4 above. The cost of such a visit or any visit with a cost in excess of that stated in clause 5.14.5 will be payable in advance and may be subject to a separate agreement. 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 an educational visit 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 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. The Parents agree that the Head has the right to require the Pupil to remain away from the School temporarily at the home of his / her Parents or education guardian:

6.1.1 pending the outcome of an investigation (please see also clause 8.5 below); or

6.1.2 if the Head considers that the Pupil's presence at the School presents a risk to himself / herself or to any other pupil.

6.2 **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by Us must be notified to the School as soon as practicable. The Parents will remain courteous and respectful at all times in their dealings

with the School regardless of any complaint. A copy of the School's complaints procedure can be obtained from the School's website or supplied on request. See also clauses 8.12.3 and 8.17.

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, and the welfare of pupils or staff. Please see Section 7 below.

6.5 **Culture:** The culture 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 and any member of the School community.

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 and / or social difficulty on the part of the Pupil;

6.7.4 any family circumstances, court proceedings 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 significant change in the circumstances of the Parents;

6.7.7 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 except when the Pupil is boarding at the School.

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 any internet based platform; 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. Accordingly the Parents must notify the Head in writing immediately of any family circumstances, court proceedings or court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Head may exclude the Parents from School premises if, acting in a proper manner, he / she 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 does not accept responsibility for the Pupil if he / she leaves School premises in breach of the Behaviour Policy. 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, exeats (permitted periods of time away from School) and half term, to live with the Parents or with an education guardian acceptable to the School. Short-term boarding, charged as an extra, may be provided during Term time for the Pupil where accommodation arrangements have broken down and if there is space available. The Parents must immediately notify the Head in writing 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 unless there is clear evidence of a contrary view. 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 9.2.

6.13 **Absence of the Parents:** The Parents must inform the Head in writing of the name, address and telephone number for 24 hour contact for the adult who will have the care of the Pupil at any time when both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer.

6.14 **Education guardians:** The Parents, if resident outside the UK, must before Entry appoint an education guardian for the Pupil in the UK 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 accepts no responsibility for the Pupil when he / she is in the care of the Parents or his / her education guardian. The Parents or the Pupil's education guardian must make holiday arrangements, including travel to and from the School, in advance. The Parents are responsible in each case for making suitable arrangements to appoint an education guardian. The Parents shall, immediately on appointment, provide the School with up to date contact details for the Pupil's appointed education guardian and shall immediately notify the School of any changes to those details. The Parents shall upon request provide such further information to the School as it reasonably requires to satisfy itself that the proposed appointment and or arrangements are suitable. Failure to provide such information upon request may constitute unreasonable behaviour. See clause 8.12.3.

6.15 **Photographs or images (including video recordings):** The School may obtain and use photographs or images (including video recordings) of the Pupil for:

6.15.1 use in the School's promotional material such as the prospectus, the website or social media;

6.15.2 press and media purposes; or

6.15.3 educational purposes as part of the curriculum or extra-curricular activities.

Please see the School's privacy notice for more information about how the School uses photographs and videos of pupils.

6.16 **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. Parents will not record meetings or discussions with any staff member or representative(s) of the School without consent.

6.17 **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.

6.18 **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 him / her by the School.

6.19 **Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.

6.20 **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 Parents will be asked to complete a Medical Information and Consent 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 he / she 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.

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 **Emergency medical treatment:** The Parents authorise the Head to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents or a second emergency contact cannot be contacted in time.

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. The Parents accept that the School's policies, procedures and regime may be subject to change at short notice, if in the opinion of the Head it is deemed appropriate to do so in the circumstances prevailing at the time.

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 Behaviour Policy about the wearing of uniform and general appearance.

8.3 **School rules:** The School rules which apply are set out in the School's Behaviour Policies. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.

8.4 **School discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to carry out searches and investigations and take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the

Pupil and or any pupil and or the School community as a whole. The School's policies on behaviour and discipline current at the time and published on the School website apply to all pupils at the School and at all times when the Pupil is in or at school (including when engaged in online or remote learning), representing the School or wearing School uniform, travelling to or from School, on School-organised trips, engaging with other members of the School community or when they are otherwise associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or well-being of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring or could bring the School into disrepute.

8.5 **Investigative action:** A concern, allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned and the Pupil and their accommodation or belongings may be searched in appropriate circumstances. The Parents will be informed of any searches for prohibited items and that the Pupil may face formal disciplinary sanctions, unless the School is prevented from doing so. If considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parents' expense. If under the School's disciplinary policy a disciplinary meeting with the Head is required before a decision is taken, the School will make reasonable efforts to notify the Parents or education guardian so that they can attend. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his / her choice.

8.6 **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.

8.7 **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.

8.8 **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, or Suspension, or Removal or Expulsion.

8.9 **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 8.10.

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 8.12.

Suspension (External): means that the Pupil is sent or released home for a limited period as a disciplinary sanction or pending a Governors' Review.

Withdrawal: has the meaning set out in clause 9.5.

8.10 **Expulsion**: The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a serious breach of discipline or a criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision to expel shall be subject to a Governors' Review if requested by the Parents. 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 8.15 and clause 8.16.

8.11 **Fees following Expulsion**: If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past Terms but the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School. 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.

8.12 **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:

8.12.1 the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or

8.12.2 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

8.12.3 one or both of the Parents have behaved unreasonably including but not limited to if they have treated the School or members of its staff or any member of the School community unreasonably or in a way which could bring the School into disrepute; 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. A decision by the Head 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. A Withdrawal under this clause is not subject to a Governor's Review. See clause 8.15 and clause 8.16.

8.13 **Fees following Removal**: If the Pupil is removed or withdrawn in the circumstances described in clause 8.12, the provisions relating to Fees shall be as set out in clause 8.11 save that the Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.

8.14 **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.

8.15 **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 Head will advise the Parents of the Governors' Review procedure current at that time when he / she informs the Parents of

his / her decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

8.16 **Pupil's status pending Review**: 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.

8.17 **Complaints procedure**: A complaint as described in clause 6.2 above which does not involve 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

For information concerning Notice for Nursery and Pre-school please refer to Schedule 1 below.

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 in either case the prior written consent of any other person with Parental Responsibility where appropriate

addressed to and received by the Head personally or the COO on the Head's behalf. 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.

9.4 **Cancel or 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 3.1 for details of when Entry to the School occurs.

9.5 **Withdraw or 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 3.1 for details of when Entry to the School occurs.

9.6 **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 of the Parents meeting face to face with a member of the School staff between offer and acceptance, the Parents have the right to cancel this contract at any time within 14 days of the day after We receive Your completed and signed 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. Information about the right to cancel and how to cancel is set out in the School's cancellation notice and form published on the School website.

9.7 **Fees in lieu of Notice:** Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following termination by the Parents on less than one full Term's Notice or where the Pupil is excluded for more than 28 days for non-payment of Fees as set out in clause 4.6. Fees in Lieu of Notice is not limited to the parental contribution in the case of a scholarship or Assisted Place or other award or concession. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability at the School and to enable it to plan its staffing and other resources.

9.8 **Termination by the Parents:** Except when the Pupil is to leave at the end of Year 13 or clause 9.10 below applies, if the Parents wish to Withdraw the Pupil or Cancel and terminate this contract at any time after the expiry of the 14 day cancellation period described in clause 9.6 above, if applicable, they shall do so either by:

9.8.1 providing at least one Term's Written Notice; or

9.8.2 paying one Term's Fees in lieu of Notice.

9.9 **Other Notice requirements:** The requirements in clause 9.8 shall also apply if:

9.9.1 the Parents or the Pupil wish(es) to transfer from boarding to day status or vice versa, or between categories of boarding; or

9.9.2 following the GCSE year or Year 12, the Pupil will not return for the following year; or

9.9.3 The Parents wish to reduce the number of Nursery sessions the Pupil receives.

9.10 **Cancelling a place offered in the Term before Entry:** Except for where clause 9.6 applies if the offer of a place is made within a Term of Entry, the Parents may Cancel and terminate this contract by notifying the School in writing at any time before Entry but they shall pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.

9.11 **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 is given by the Parents.

9.12 **Transfer between boarding and day status:** Before providing the Notice required under clause 9.9.1, 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. Boarders in Year 11 and Year 13 cannot transfer to day other than in exceptional circumstances approved by the Head.

9.13 **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.

9.14 **Termination by the School:** The School may terminate this contract:

9.14.1 on one Term's notice in writing sent by ordinary post. The School will not terminate this contract without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest, less any outstanding balance of Fees; or

9.14.2 on reasonable notice if in the professional opinion of the Head the School is unable to provide all or a significant proportion of the educational services to the Pupil; or

9.14.3 immediately where the Pupil does not have the appropriate immigration permission to live in the UK and to study at the School or, in the case of a Pupil who holds a Child Student visa on the basis of sponsorship by the School, where Parents have arranged accommodation for the Pupil which does not meet the requirements of the Child Student Immigration Rules; or

9.14.4 immediately where after seven days from the School requesting that they do so Parents have not made arrangements which the School considers are suitable with an education guardian or accommodation provider; or

9.14.5 immediately where either of the Parents has made a false declaration or given a false or misleading disclosure to the School or has failed to disclose to the School anything which they are required to disclose; or

9.14.6 immediately if at any time either of the Parents is declared bankrupt or is a Designated Person under any UK enactment or convicted of a criminal offence anywhere in the world.

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:

10.1.1 an act of God, fire, flood, drought, earthquake or other natural disaster;

10.1.2 war, riot, civil unrest, act of terrorism, strikes, industrial disputes;

10.1.3 subject to clause 10.2, outbreak of epidemic or pandemic of disease;

10.1.4 failure of utility service or transportation.

Provided always that the inability of either party to pay any amount required under this agreement shall not be a Force Majeure Event.

10.2 **Reasonable modifications:** Any reasonable modifications to the educational provision made by the School in order to meet legal obligations, comply with government guidance and to protect the health safety and well-being of staff or pupils including during or following a Force Majeure Event shall not affect the obligation of the Parents to pay the Fees in accordance with this agreement.

10.3 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party (**Affected Party**) shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

10.4 **Continued force majeure:** The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event continues for a period greater than 90 days from the date of notification, the Affected Party shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

10.5 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days from the date of notification, the party in receipt of notification under clause 10.3 may terminate this contract by providing at least three working days' notice in writing to the other party.

11 General contractual matters

11.1 **Variations**: these *Terms and Conditions*, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.

11.2 **Data protection:** The School has privacy notice which explains how the School will use personal data. This privacy notice is published on the School's website. The Parents must read this privacy notice in full before signing the acceptance form. If the Pupil is going to enter Year 7 or above the Parents must show the Pupil a copy of the pupil privacy notice and discuss it with him / her before accepting the offer of a place.

11.3 **Biometric information:** The School will seek the Parents' consent to the School obtaining and using the Pupil's biometric information in the form of fingerprint recognition as part of an automated biometric recognition system using a consent form. If one of the Parents wishes to withdraw consent to the processing of the Pupil's biometric information, he/she shall make the other Parent and the Pupil aware of this and shall notify the School in writing immediately, requesting an acknowledgement of his/her letter. See also the School's biometric policy.

11.4 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and procedures, the disciplinary framework, and the length of School Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.

11.5 **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.

11.6 **Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of:

11.6.1 a change of ethos or culture; or

11.6.2 a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or

11.6.3 a change of ownership of the School

where such changes are not temporary.

11.7 **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 and website or in statements made by staff or pupils during a visit or an open day. If the Parents will 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.

11.8 **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.

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 **Severability:** If any provision or part-provision of this 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 this contract.

11.11 **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 non-exclusive jurisdiction of the Courts of England and Wales.

April 2026

Taunton School Educational Charity: a Company Limited by Guarantee
Registered in England, Company Number: 04005803
Registered Office: Taunton School, Staplegrove Road Taunton Somerset TA2 6AD
Registered Charity Number: 1081420

Schedule 1: Nursery Fees, Funding, and Provision Terms

1. Inclusive Day Rate

1.1. The advertised Nursery Day Rate shall be inclusive of all meals, snacks, and any specialist lessons, events, and activities provided as part of the Taunton School Nursery Exceptional Offer.

1.2. Changes to the day rate, to be effective 1 September each academic year, will be communicated before 1 June.

2. Early Years Funding

2.1. Parents and/or guardians may be eligible to access Early Years Funding for part or all of their child's attendance at the Nursery.

2.2. Early Years Funding covers only the care of the child and the delivery of the statutory Early Years Foundation Stage (EYFS) Framework.

2.3. For the avoidance of doubt, Early Years Funding does **not** cover the cost of meals, snacks, or any specialist lessons, events, or activities.

3. Daily Charges for Meals and Snacks on Funded Days

3.1. On any day where Early Years Funding is utilised, a daily charge shall apply for the provision of meals and snacks.

3.2. Parents who do not wish to incur this charge may elect to opt out by providing all required meals and snacks for their child on each Funded Day, subject to the conditions set out in Clause 3.3 below.

3.3. Any meals or snacks provided by Parents must:

(a) comprise two snacks and one lunchtime meal per day;

(b) be fully prepared, cut to an appropriate size, and ready for immediate consumption; and

(c) consist solely of cold items, as the Nursery is not equipped to heat or reheat food.

3.4. On any day that is not a Funded Day, the cost of meals and snacks shall be included within the Day Rate and no additional charge shall apply.

4. Specialist Lessons, Events, and Activities

4.1. From the commencement of Nursery 3, children shall be eligible to participate in specialist lessons, events, and activities offered by Taunton School Pre-Prep and Nursery under the Taunton School Nursery Exceptional offering.

4.2. Such specialist provision may include, but shall not be limited to and are subject to alternative lessons being provided:

(a) Swimming lessons (subject to the child being toilet trained);

(b) Dance, Music, French, PE (Nursery 4), Cooking, and Forest School sessions; and

(c) Special events and activities such as School Trips, Christmas and End-of-Year Productions, Classtonbury, Sports Day, and themed celebration or seasonal craft sessions.

4.3. During the term in which a child attains the age of three (3) years, and at the commencement of each subsequent academic year, Parents shall be required to provide written notification of the option to opt out of participation in the specialist lessons, events, and activities described in Clause 4.2 prior to the start of the relevant term.

4.4**.** Participation in the specialist lessons, events, and activities described in Clause 4.2 shall be automatic for all eligible children unless Parents expressly elect to opt out in accordance with Clause 4.3. Parents who do not provide written notice of their decision to opt out within the required timeframe shall be deemed to have opted in, and all applicable charges shall apply accordingly. Parents who opt out shall not be entitled to access any such specialist provision, and the child shall instead receive only the standard EYFS curriculum.

4.5. A daily charge shall apply on all Funded Days for participation in the Exceptional Offer, calculated on an averaged annualised basis and effective from 1 September each academic year.

4.6. On any non-Funded Day, all such costs shall be deemed to be included within the Day Rate.

5. Nursery Deposit

5.1. A deposit shall be payable upon acceptance of a place at the Nursery to secure access to the Taunton School Nursery Exceptional Offer.

5.2. Where Parents elect to opt out of the Exceptional Offer for the entirety of their child's attendance at the Nursery, the Deposit shall be refundable upon the child's permanent withdrawal, provided that all other fees and charges have been duly paid.

6. Notice Requirements

6.1. Parents are required to provide not less than one full academic term's written notice in order to:
(a) opt out of the provision of meals and snacks; and/or
(b) opt out of participation in the specialist lessons, events, and activities described in Clauses 4.2 to 4.4 (the Exceptional Offer).

6.2. For the avoidance of doubt, where Parents do not provide written notice to opt out of the Exceptional Offer in accordance with Clauses 4.3 and 6.1(b), participation shall be deemed automatic, and all relevant charges shall remain payable for the applicable term(s).

6.3. The notice period set out in Clause 6.1 is necessary to enable the Nursery to maintain appropriate staffing levels, meal planning, and resource allocation.

6.4. Failure to provide the requisite notice shall result in the continued application of the relevant charges until the conclusion of the following full academic term.

7. Holiday Club

7.1. The Nursery Holiday Club shall operate on a first-come, first-served basis.

7.2. Where Early Years Funding is applied to Holiday Club attendance, and the child is opted into the Exceptional Offer for that term, the applicable daily charge for specialist lessons and activities shall remain payable, as such activities (including, but not limited to, swimming and cooking) continue to be provided during the Holiday Club period.

7.3. In the event that the School Kitchen is closed and lunch is therefore not provided, the daily charge for meals and snacks shall be reduced, though a charge will remain as snacks shall continue to be supplied by the Nursery.

7.4. Please note that, in order to enable appropriate staffing arrangements and accurate billing, Parents will not be permitted to cancel or amend any booked Holiday Club sessions after the date and time specified in the Holiday Club correspondence issued by the Nursery.

7.5. In the event that a child is unable to attend a booked Holiday Club session due to illness or any other reason, the full charge for the session shall remain payable, in line with the Nursery's standard term-time charging policy.

Schedule 2: Summary of clauses containing financial consequences

Event	Clause
Offer of a place and deposit	3.3
Additional Deposit	3.4
Indemnity	4.4
Refund or waiver	4.5
Exclusion for non-payment	4.6
Late payment	4.7
Fees following Expulsion	8.11
Fees following Removal	8.13
Cancellation rights	9.6
Fees in lieu of Notice	9.7
Termination by the Parents	9.8
Other Notice requirements	9.9
Cancelling a place offered in the Term before Entry	9.10
Discontinuing extra tuition	9.13