



# SHIPLAKE COLLEGE

## HENLEY-ON-THAMES

### TERMS AND CONDITIONS

**What these terms cover.** These are the terms and conditions on which we provide educational services.

**Why you should read them.** Please read these terms carefully before you accept our offer of a place at the School for your child. These terms tell you who we are and how and on what basis the School will provide educational services.

In these terms you will see some parts written in bold or highlighted to stand out. This is in an effort to draw certain provisions to your specific attention because they are important to the good management and operation of the School and our provision of educational services.

If anything in these terms is unclear or you require further explanation, then please contact the Bursar.

#### 1. **Definitions**

- (a) ***Meanings of some words and phrases we use in these terms and conditions.*** In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

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

**"child"** means a child of whatever age admitted by the School to be educated, and includes any pupil aged 18 or over;

**"Complaints Procedure"** means the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the School. It does not form part of the contract between you and the School. A copy of the most up-to-date procedure is on the School's website and is otherwise available from the School at any time upon request;

**"contract"** has the meaning given in Clause 1(c) below;

**"deposit"** means the amount set out and referred to as the deposit in the Acceptance Form (and that is separately set out in the Schedule of Fees);

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

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

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

**"Offer Letter"** means the letter to parents offering a place for a child at the School;

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

**"School Rules"** means the body of rules of the School, including the Pupil Code of Conduct and the Behaviour, Discipline and Rewards Policy, as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the then current version of the rules is available to each child on entry and is sent to parents with the Acceptance Form. Parents will be notified of subsequent changes to the rules;

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

**"a term's notice"** means **written** notice given not later than the first day of the term *before* the term to which the notice relates<sup>1</sup>;

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

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

**"you"** or the **"parents"** means each person who has signed the Acceptance Form as someone with parental responsibility for the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words **"for example"**, **"includes"** or **"including"**. When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

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

- (b) *Who we are.* We are Shiplake Court Limited a company registered in England and Wales. Our company registration number is 612809 and our registered office is at Shiplake College, Henley-on-Thames, Oxon RG9 4BW.
- (c) *Our contract with you.* The **Acceptance Form**, the **Schedule of Fees**, the **Offer Letter**, the **FIA Terms and Conditions** and these **terms and conditions** (as in each case may be varied from time to time) form the terms of an agreement (the **"contract"**) between you and the School. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.
- (d) *What does not form part of the contract.* The prospectus, information booklets and website do not form part of the contract with the School. If you wish to place specific reliance on a matter contained in the School prospectus, website or statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting, you should seek written confirmation of that matter before you sign the Acceptance Form.

## **2. Acceptance and Deposit**

- (a) *How you accept our offer of a place.* An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.
- (b) *The non-refundable status of the deposit.* The deposit is not refundable if your child does not take up a place at the School.
- (c) *How we use the deposit.* Unless you have indicated that you would like to donate the deposit to the School's foundation/development fund, the deposit will form part of the general funds of the School until it is refunded to you in the leavers' bill on your child's leaving (unless otherwise

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<sup>1</sup> So if, for example, a term's notice is required to withdraw your child from an extra-curricular activity with effect from the start of the *summer* term (which is the term to which the notice relates) then **a term's notice** means you need to tell us in writing about the withdrawal, at the latest, on the first day of the *spring* term immediately before.

stated in these terms and conditions). For UK based fee payers, where your child joins the School, the deposit referred to in this Clause 2(c) and held in the School's general funds will be the sum less £500 which will be refunded to you in the second term.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - *it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the School and what happens if you withdraw at that stage.*

*The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about schooling for their children as it means we are less likely to fill the place. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.*

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

- (a) **The period of notice we require.** If you wish to withdraw your acceptance of a place **BEFORE** your child starts at the School you **must** give us a term's written notice to that effect or pay to the School a term's fees in lieu of notice. This means that if, for example, your child is due to start at the School in September at the start of an academic year then you would need to tell us in writing that you wish to withdraw your acceptance of a place on or before the first day of the preceding summer term (ie, the final term of the previous academic year) or pay the fees in lieu referred to above.
- (b) **If we receive that period of notice.** If you provide the period of notice required by Clause 3(a), you will lose the deposit in accordance with Clause 2(b) above but no further fees will be payable.
- (c) **If we do not receive that period of notice.** If you do not provide us with notice required by Clause 3(a) (or if no notice is provided at all) **a term's fees will be payable by you** and will become due and owing to the School on demand as a debt. The term's fees will be charged at the rate applicable for the term when your child was due to start. The School will credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.

### **4. School Fees, Supplemental Charges and Payment**

- (a) **What the fees include.** The fees include all the costs incurred in the usual course of the educating your child and if applicable, facilitating our boarding provision. The provision of any necessary educational materials are included in the fees unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).
- (b) **What the fees do not include: supplemental charges.** We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as **supplemental charges**. By way of example, any extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination charges shall be charged as supplemental to the fees. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees. Information about other items which are charged as supplemental to the fees can be found on the School website.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - *it deals with your responsibility to pay the fees and supplemental charges.*

- (c) (i) **Who is responsible for ensuring payment.** Each person who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our contract applies to each of you together and each of you on your own. Each person who

signs the Acceptance Form has an individual responsibility to ensure that, individually or between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from any person who has signed the Acceptance Form. Court orders (for example, where parents are separated or divorced) and other arrangements between parents and third parties relating to fees do not normally bind or apply to the School, and do not extinguish either parent's liability for the fees and supplemental charges due under this contract.

- (ii) How can one person remove him/herself from their payment responsibility and circumstances where the School may agree to accept payment from a third party. A person who has signed the Acceptance Form may withdraw from their payment responsibility under this contract with the School by submitting a term's notice but that person **must** obtain the prior written consent of **both** the School and the other person who has signed the Acceptance Form. Separately, the School may (without obligation to do so) agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing.

- (iii) How bursary etc awards are treated. If your child has been awarded a scholarship/bursary which includes financial assistance (e.g. by way of a fee remission), your responsibility will be to pay for the amount of fees due after taking account of that award. **An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour (or the behaviour or conduct of one of you) no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.** Where it appears likely to the Head that an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days of that notification your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School without the benefit of financial assistance.

- (iv) How sibling, Old Viking and United Kingdom forces discounts are treated. Where you are eligible to receive a discount on fees, this discount will be applied as follows to the fees due under this contract:

- 5% discount for the eldest sibling of a registered pupils at the School with the younger siblings being charged the full rate applicable under this contract.
- 20% discount where a parent is a serving member of the United Kingdom forces in receipt of a boarding continuity of education allowance.
- 10% discount where at least one parent was a former pupil of the School and is an Old Viking.

If you have been awarded a discount on fees, your responsibility will be to pay for the amount of fees due after taking account of that discount. For further information about these discounts, please contact the Bursar.

- (d) How the fees are charged and payment requirements. All fees are payable in advance so that the services which the School provides under this contract shall have been paid for prior to the provision of these services. The fees relating to each academic year are payable by you either:
- (i) in three equal payments on a termly basis, regardless of the length of any term. Each term's fees must be paid in full by direct debit on or before the first day of the term to which the invoice relates; or

- (ii) under the terms of the FIA Terms of Conditions. Where you and the School have entered into an agreement incorporating the FIA terms and conditions (ie. where you have made a capital payment of all or part of the fees due under this contract), the School will administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions **provided that** you meet the difference between the amount per term applied by the school under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. For the avoidance of doubt, the School will provide a termly statement of account in respect of the fees and supplemental charges and the difference shall be payable in accordance with the terms of this contract.

The fees will be included in an invoice sent to you (or such person(s) the School may have agreed separately shall pay the fees under Clause 4(c)(i) above). The fees must be paid in full by direct debit on or before the first day of the term to which the invoice relates. **We may not allow your child to attend the School if you do not pay on time.**

The School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the School and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid by direct debit in not more than three (3) instalments (unless otherwise agreed in writing by the School) within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice). The School will issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's fees.

- (e) Payment of supplemental charges. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be invoiced separately (we will send the invoice to you before the start of the next term). **All such supplemental charges must be paid in full by direct debit on or before the first day of the then forthcoming term.**

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out what rights we have, and what action we may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.

- (f) (i) Non-payment of fees and/or supplemental charges: refusal to attend school. **We may refuse to allow your child to attend the School, withhold any references and/or withdraw sponsorship of your child's student visa (if applicable) while any fees and/or supplemental charges remain unpaid or there is a persistent failure by you to pay the fees on time.** For the avoidance of doubt this includes where fees and/or supplemental charges remain unpaid in relation to Other Children. The School is not obliged to provide educational services (including remotely) for any period your child does not attend school because the fees remain unpaid. For the avoidance of doubt, the School may terminate this contract under Clause 14.
- (ii) Non-payment of supplemental charges: refusal to participate in the relevant activity. **We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.**
- (iii) We can charge interest if you pay late. If you do not make any payment to the School by the due date for payment (see Clauses 4(d) and 4(e) above) we may charge interest to you on the overdue amount at the rate of 2 per cent per month. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. **You must pay the School the interest together with the overdue amount.**

- (iv) We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs being costs that would be allowable by the courts if judgment was made in the School's favour).
- (v) We can notify other educational institutions of your outstanding payments. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out our right to increase the fees during the course of your child's time at the School.

- (g) Our ability to increase the fees. We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5(a) below.
- (h) Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise, or if a term is shortened or a vacation extended, where education is provided remotely for whatever reason or for any other cause. This rule is necessary so that the School can properly budget its expenditure and to ensure that the cost of an individual default does not fall on other parents. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.
- (i) Appropriation. Except where expressly agreed with you otherwise, the School shall be entitled to allocate payment from you to your account as it sees fit. This may include any payment made in respect of one child being appropriated by the School to the unpaid account of any Other Children.
- (j) Information about your identity and the source of funds. From time to time, we may ask you to provide us with this sufficient information so that we can properly and accurately verify to our satisfaction:
  - (i) your identity;
  - (ii) your child's identity;
  - (iii) that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or similar sanctions imposed by any competent authority;
  - (iv) your child's right to enter, live and study in the United Kingdom; and
  - (v) the legitimate source of the funds you are using to pay the fees

You must provide to the School the information and documentation that we ask for.
- (k) Applicable taxes. All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).
  - (i) 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.
  - (ii) 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.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it sets out what period of notice we require from you if you wish to withdraw your child from the School, change the nature of your child's place at the School, or remove your child from participating in an activity for which there is a supplemental charge.

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given – we refer to the relevant sum as **"fees in lieu of notice"**.

## **5. Notice Requirements**

- (a) Notice to withdraw your child from the School. If you wish to withdraw your child from the School (other than at the normal leaving date at the end of the Sixth Form), you must either give us a clear term's notice to that effect or pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (ie, at the start of an academic year) then you would need to tell us of your wish to withdraw your child in writing on or before the first day of the preceding summer term (ie, the final term of the preceding academic year) or pay the fees in lieu of notice referred to above.
- (b) Notice to change your child's place at the School. If you wish to change your child's place at the School from a boarding to a day place or from a full boarding to a weekly boarding or flexi-boarding place, or from a weekly boarding to a flexi-boarding place, you must either give a term's notice or shall pay to the School the difference between the fee rates in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. The School cannot guarantee availability of a place and we may refuse a request if the Head considers it in your child's or other children's best interests.
- (c) When the relevant amount in lieu of notice must be paid. In cases under (a) or (b) above, the appropriate sum in lieu of notice will become payable by you upon demand to us as a debt.
- (d) Notice to withdraw your child from participating in an activity or travel arrangement covered by a supplemental charge. If you wish to withdraw your child from an activity, service or travel arrangement charged for as supplemental, you must either give a term's notice to that effect or pay to the School as a debt a term's charges for the activity, service or travel arrangement in which your child has ceased to participate.
- (e) Withdrawal part-way through a term does not reduce the amount you owe to the School. The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.
- (f) Consultation prior to withdrawal. It is expected that you will consult with the Head before giving notice to withdraw your child from the School.

## **6. School Rules**

- (a) Compliance with the School Rules. It is a condition of remaining at the School that you and your child (in each case to the extent applicable) comply with the School Rules. In addition, you promise to ensure that your child attends School punctually and that your child conforms to any

rules of appearance, dress and behaviour as we may issue (if not already included within the School Rules).

- (b) **We may undertake drugs testing of your child. The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules.** The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) **Monitoring your child's email communications, internet use, and use of social media. The School may, subject to applicable data protection legislation, monitor your child's email and messaging communication, internet and Wi-Fi use, and use of social media.** We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## **7. Suspension, Exclusion and Required Removal**

- (a) **The Head's discretion to suspend or exclude your child from the School.** The Head may at his or her discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other pupils.
- (b) **Where you can find examples of offences punishable by suspension or expulsion.** The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.
- (c) **The Head's discretion to require you to remove your child from the School.** Instead of expulsion or suspension, the Head may at his or her discretion require you to remove your child from the School if the Head considers that:
  - (i) **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract where we have cancelled this contract under Clause 14 below; and/or otherwise undermines the relationship of trust and confidence between you and the School;
  - (ii) your child's conduct, attendance or progress is unsatisfactory and/or your child is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children;
  - (iii) the removal is in the best interests of your child and/or other children, for example, in light of your child's well-being.
- (d) **What happens if your child is suspended, excluded or removed from the School.** Should the Head exercise his or her right under either Clause 7(a) or Clause 7(c)(i) above:
  - (i) you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;
  - (ii) save in cases of suspension or a required removal under Clause 7(c)(iii), the deposit will be forfeited meaning that the School will retain the deposit; and
  - (iii) in respect of exclusions and required removals, fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the term in which the expulsion/required removal occurred will be refunded.



- (e) Impact of exclusion or required removal on this contract. This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.
- (f) Your right to have decisions to exclude or require the removal of your child reviewed. You are entitled to have decisions taken by the School and/or Head to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the final stage of the Complaints Procedure.

## 8. The School's Obligations

- (a) The period of your child's schooling and moving up the School. Subject to these terms and conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of the Sixth Form. The School shall not be obliged to permit your child to progress to the next stage of the School unless satisfied that it is appropriate to do so having regard to his or her academic attainments and any other relevant circumstances. The School may make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations. For the avoidance of doubt, except where the School has otherwise agreed in writing with you and even where the School has imposed conditions on progression to the next stage in the School, if you wish to withdraw your child from the School (including before they continue into the Sixth Form), you must provide a clear term's notice under Clause 5(a) above or pay fees in lieu of notice.
- (b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of School staff.**
- (c) Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.
- (d) What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care we will:
  - (i) take action (for example, by contacting the emergency services);
  - (ii) try to contact you and, if we cannot contact you, try to contact any other named emergency contact or education guardian;
  - (iii) share relevant information that we hold about your child with any emergency services or treating medical professional; and
 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- (e) Our right to make changes at the School. Our website and prospectus describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the term dates, the School day, the School premises and facilities, the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises)) and we reserve the right to do so.
- (f) We will give you notice of significant changes. We will endeavour to give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to

take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5(a) above.

- (g) Monitoring your child's progress at the School. We will monitor your child's progress at the School and produce regular written reports. **We will advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia, ADHD or other conditions.** A formal assessment can be arranged either by you or by the School at your expense.
- (h) Religious observance and relationships and sex education (RSE) and health education. Religious observance at the School will be conducted in accordance with the School's Christian ethos. RSE and health education at the School will be conducted in accordance with the School's policies.

## **9. The Parents' Obligations**

- (a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- (b) Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:
  - (i) maintaining a constructive relationship with School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate;
  - (ii) encouraging your child in his or her studies, and giving appropriate support at home;
  - (iii) keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child as well as any change to their immigration status);
  - (iv) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
  - (v) providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education (including where the School may wish/need to provide such education remotely); and
  - (vi) attending meetings and keeping in touch with the School where your child's interests so require.
- (c) You must notify us of your child's health/medical conditions or special educational needs. It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child. You must inform the School of any health or medical condition, social, emotional and mental health need(s), special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same and cooperate with the School in relation to such reports and materials. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14(a)(ii) below.**
- (d) Circumstances where we may require you to keep your child away from School. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to

continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

- (e) You must notify us of any special arrangements needed for your child. You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.
- (f) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- (g) We require parents residing overseas to nominate a guardian. **If both parents and anyone with parental responsibility normally resides outside the UK, it is a condition of your child's joining and remaining at the School that you nominate and provide details of a UK-based guardian. This must be provided prior to the child's arrival at the School and to ensure the maximum safety and welfare of the child, if you appoint a guardian through an agency, that agency must have Gold AEGIS accreditation.** Amongst other things this guardian can be contacted if the School is not able to contact you and can look after your child in your absence.
- (h) We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9(i) below, you (and each of you) accept that the School is entitled to treat:
  - (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
  - (ii) any communication from the School to one of you as having been given to both of you.

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

- (i) We are entitled to require that notices of withdrawal must be signed by both parents. **A notice of withdrawal of your child served under this contract (ie, under any of Clauses 3(a), 4(c)(iii), 4(g), 5(a) or 5(b) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).**
- (j) You must notify us of your child's absence from School. The School must be informed as soon as possible in writing of any reason for your child's absence from School. Wherever possible the Head's prior consent should be sought for absence from the School.
- (k) Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the School immediately in writing and provide the

details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

- (l) *Raising concerns with the School and making formal complaints.* If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request.
- (m) *You must inform us if your child requires sponsorship to study at the School.* You must inform the School when returning a completed registration form or at any other time if your child requires sponsorship from the School in order to obtain a visa to study at the School. It shall be your responsibility at all times to ensure that your child has the appropriate immigration permission to enter, reside and study in the United Kingdom. The School may take and retain copies of relevant documentation relating to you and your child in order to comply with our duties as a licensed 'Student Sponsor'.

## **10. Insurance**

*Your responsibility to make your own insurance arrangements.* You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

### **PLEASE READ THIS NEXT SECTION CAREFULLY**

*Although there will be circumstances when it is appropriate to seek a parental consent, data protection and privacy rights belong to the individual. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves and sometimes, but not always, the law may require that the decision of the child is more important than that of the parent.*

*In most cases, it will not in fact always be necessary or practical for us to obtain consent for every use we make of personal data of you or your child. The law recognises this but also requires that we set out clearly what these uses are as far as possible. Please also see our 'Privacy Notice' which is available on the School's website.*

## **11. How we may use Personal Information: References, Confidentiality and Data Protection**

- (a) *We may provide a reference for your child.* We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (b) *We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School.* This will include name, contact details, school records, photographs and video recordings (including recordings of lessons), both whilst your child is at the School and after he or she has left, for the purposes of:
  - (i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
  - (ii) promoting the School to prospective pupils/parents;
  - (iii) publicising the School's activities; and
  - (iv) communicating with the school community and the body of former pupils.

In respect of (ii), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

- (c) *You are required to update us of changes to information held, or in circumstances relating to, you and/or your child.* You must:
- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
  - (ii) inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.
- (d) *As a sponsor of Child Student Visas, we need your consent to us providing certain information to the Home Office.* In order to comply with our responsibilities as a licensed Student Sponsor for immigration purposes, we may need to provide information relating to you and /or your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor your child or not). Such information may include information about your child's immigration status, attendance records, and any changes in our or your child's circumstances, (including where your child is excluded, required to be removed or this contract is terminated). Occasionally, information regarding your immigration status in the UK may also be required.
- (e) *We will send information (eg, school reports) about your child to both of you as a matter of course.* Any person with parental responsibility for your child is entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 2018 (as amended or superseded)).
- (f) *Data Protection Law.* The School will process personal data about you and your child in accordance with the Data Protection Act 2018 (as amended or superseded) and other related legislation. We will process such personal data:
- (i) as set out in this Clause 11, and in the School's *Privacy Notice* which is available on the School's website as may be amended from time to time;
  - (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
  - (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

## **12. Intellectual Property Rights**

*Recognising these rights.* We shall recognise any intellectual property rights created, generated or owned by or vested in your child. Intellectual property, including copyright, created solely by your child in the course of their studies or in connection with the School will be owned by your child. Where your child creates a work protected by an intellectual property right in the course of their studies or in connection with the School jointly with an employee of the School, the intellectual property right shall be owned jointly by your child and the School. You hereby grant a non-exclusive licence to the School permitting the use by the School of all intellectual property rights created by your child in the course of their studies or in connection with the School, either alone, jointly with another pupil, or jointly with an employee of the School.

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

The circumstances in which we may transfer this contract to someone else. We may transfer the undertaking of the School to another person or organisation as a result or instance of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamate the School with another enterprise. The transfer will not affect your rights under this contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling).

#### **14. Ending this Contract**

- (a) Our rights to end the contract. In addition to where this contract is terminated automatically as a result of a permanent exclusion or required removal under Clause 7, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:
- (i) you do not make a payment to us when it is due (including in respect of any fees due to us in respect of Other Children) and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
  - (ii) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);
  - (iii) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child, and/or fail to inform us of your child's absence;
  - (iv) you (or either of you):
    - (aa) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
    - (bb) are otherwise unable to pay your debts as they fall due;
    - (cc) are the subject of a bankruptcy petition or order; or
    - (dd) you enter into an individual voluntary arrangement; or
  - (v) you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract;
  - (vi) your child no longer holds an immigration status which confers a right to enter and study in the UK and you have been unable to resolve this issue within a reasonable timeframe.
- (b) Termination on a term's notice to you. We may terminate this contract on one term's notice to you. We will not terminate this contract without good cause and without consultation with you.
- (c) Your rights to end the contract. You may end this contract at any time by notice in writing to the School if:
- (i) you have a legal right to end the contract because the School does not comply with its obligations under this contract; or
  - (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

- (d) *When this contract will end if not terminated early.* For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or the end of the Sixth Form, whichever is later. This may be at any point where the Head does not consider progression to the next stage in the School to be appropriate or at the end of Year 11 if your child does not meet any requirements imposed under Clause 8(a) for entry to the Sixth Form.
- (e) *Ending the contract will not affect any accrued rights.* Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

## **15. Events outside of our, or your, control**

- (a) *What we mean by an "event outside of our/your control".* We mean any event beyond either your or our reasonable control including, by way of example and without being limited to, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, collapse of buildings, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to these as an **"event"**.
- (b) *What happens if we are affected by an event outside of our control.* If an event beyond our control arises which prevents, hinders or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall use all reasonable endeavours during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- (c) *Events lasting more than 6 months.* If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- (d) *What happens if your child is affected by an event outside of your control.* Subject to Clause 4(h), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of the nature and extent of such circumstances and the effect of the event on your ability to perform any of your obligations under this contract. In consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances and resume the performance of the obligations as soon as reasonably possible. Where, following such efforts made and steps taken under this Clause 15(d), your child is not able to participate and benefit from **any** level of provision of education by the School (including remotely) then you shall not be responsible for failing to perform your obligations during the continuance of the event. If the event continues to prevent your child wholly or completely from attending the School (including remotely) or being able to participate and benefit from any level of provision of education by the School for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

## **16. Communications between you and the School**

- (a) Notices must be in writing. When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- (b) We will use the contact details held by the School to contact you. Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**
- (c) How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:
  - (i) sent by email to the School using this email address: registrar@shiplake.org.uk
  - (ii) delivered by hand to the School;
- (iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
- (iv) otherwise sent to the School's address by first or second-class post.

**In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4(c)(iii), 4(g), 5(a), 5(b) or 5(d) of these terms and conditions<sup>2</sup> you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and one week (during a school holiday period) after sending the notice.**

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

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including disputes or claims relating to non-contractual obligations) shall be governed by and construed in accordance with the law of England and you and the School must bring legal proceedings in respect of this contract in the English courts. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

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

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

#### **19. Right to Cancel**

- (a) Right to cancel. You have the right to cancel this contract within 14 days after signing the Acceptance form (the "Cooling Off Period") without giving any reason. The Cooling Off Period will expire after 14 days from the day of acceptance of a place through signature of the Acceptance Form. To exercise the right to cancel, you must inform the School (Shiplake College, Henley-on-Thames, Oxfordshire, RG9 4BW, [Registrar@shiplake.org.uk](mailto:Registrar@shiplake.org.uk) (0118 940 2455)) of your decision to cancel this contract by clear statement (eg. a letter sent by post or email). To meet the cancellation deadline, you must send us your communication concerning your exercise of the right to cancel before the Cooling Off Period has expired. If you wish to withdraw your acceptance of a place **after** the Cooling Off Period, you must provide the notice required by Clause 3(a).
- (b) Effects of cancellation. If you cancel this contract within the Cooling Off Period, we will reimburse to you all payments received from you (except for Registration fee) save that if your child has started to attend the School, you shall pay us an amount of the fees which is in proportion to the

<sup>2</sup> ie, those provisions dealing with **withdrawing** your child from the School or otherwise changing your child's place at the School or the activities that your child is undertaking at the School



days attended until you communicated to us your cancellation of this contract. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

**20. Entire Agreement**

This contract constitutes the entire agreement between you and the School. You and the School acknowledge that in entering into this contract, neither party has relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract and each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.