



SEVENOAKS
PREPARATORY SCHOOL



PARENT CONTRACT



TERMS & CONDITIONS

These terms and conditions are intended to promote the education and welfare of each pupil and the stability, forward planning, proper resourcing and development of Sevenoaks Preparatory School.

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. If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Bursar.

1. DEFINITIONS

(a) In these terms and conditions (and in the Acceptance Form to which these terms and conditions are attached) some words and phrases have particular meanings and have to be defined. Such defined terms are set out here:

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

“**Bursar**” means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School’s finances, including anyone to whom such duties have been duly delegated by the Governing Body;

“**child**” / “**pupil**” means a child of whatever age admitted by the School to be educated;

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

“**contract**” has the meaning given in Clause 1(b) below;

“**deposit**” means the sum referred to as such in the Acceptance Form (and that is separately set out in the Schedule of Fees);

“**fees**” means the fees set out in the Schedule of Fees as amended from time to time;

“**Governors**” / “**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;

“**Head**” means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

“**parents**” or “**you**” means each person who has signed the Acceptance Form as a parent or person with parental responsibility of the child, or a person who with the School’s express written consent replaces a person who has signed the Acceptance Form (and “your” shall be construed accordingly);

“**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 or at any time upon request;

“**School Policies**” (incorporating the Behaviour Policy, website and “Way of Life”) means the rules of the School as may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. A copy of the then current version of the rules is provided to each child on entry and reference to a weblink of school policies is sent to parents with the letter offering a place at the School and parents will be given notice of subsequent amendments to the rules;

“**term**” means a full term of the School i.e. Autumn, Spring and Summer as notified to parents from time to time;

“**a term’s notice**” means written notice addressed to the Head given not later than the last teaching day of the penultimate term preceding the term to which the notice relates; This means that if, for example, your child is due to leave the School in September then you would need to tell us in writing that you wish to withdraw your child on or before the last day of the preceding spring term;

“**terms and conditions**” means these terms and conditions as amended from time to time for legal, safety or other substantive reasons in order to assist the proper administration of the School;

“**we**” or the “**School**” means the legal entity carrying on as the School as identified in clause 1(b) below or its duly authorised representative (as the context requires); and

Use of the word “**including**” shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

(b) The Acceptance Form, the Schedule of Fees, the School policies and these terms and conditions (as in each case may be varied from time to time) form the terms of a contract (the “contract”) between you and Sevenoaks Preparatory School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

TERMS & CONDITIONS (CONTINUED)

2. ACCEPTANCE AND DEPOSIT

- (a) An offer of a place for your child at the School is accepted by your submission of the Acceptance Form and paying the deposit.
- (b) The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child’s leaving. The deposit is not refundable if your child does not take up a place at the School.

3. WITHDRAWING YOUR ACCEPTANCE OF A PLACE BEFORE YOUR CHILD JOINS THE SCHOOL

- (a) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you must give written notice to that effect prior to the last day of the term of the penultimate term in which your child was due to start. This means that if, for example, your child is due to start at the School in September at the start
 - (b) 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 last day of the preceding Spring Term.
 - (c) If such notice is received by the School in accordance with Clause 3(a) the deposit will be forfeited in accordance with clause 2(b) above but no further fees will be payable. This means that the School will retain the deposit and you will not be required to pay any further fees or other amounts to the School.
 - (d) If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start School, a term’s fees shall be payable and shall become due and owing to the School as a debt. The term’s fees shall be charged at the rate applicable for the term when your child was due to start and the School shall credit the deposit (without interest) to such payment of the term’s fees (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term’s fees). Children due to attend Nursery or Kindergarten will be charged at a minimum of 2 sessions for Nursery and 3 sessions for Kindergarten. Where applicable, such fees shall be reduced to take account of any bursary awarded to you.

4. SCHOOL FEES

- (a) All the costs incurred by the school in the usual course of the education of your child, including the provision of any necessary educational materials and as may otherwise be outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School. Compulsory school attendance from Reception upwards is full time. In Nursery, pupils are required to attend a minimum of 2 morning sessions per week and 3 morning sessions in Kindergarten.

- (b) Some extra-curricular activities (such as clubs, trips and visits) in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In addition (and by way of further example), examination materials and some books shall be charged as supplemental to the fees.
- (c) 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
 - (i) Each of you who has signed the Acceptance Form is liable for the whole of the fees due and any and all supplemental charges. This is because our contract applies to both of you together and each of you on your own. Each of you remains liable to the School for the whole of the fees and supplemental charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges (or any part of them). In practice what this means is 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 either parent.
 - (ii) A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term’s notice in accordance with section 3 and 5 AND PROVIDED THAT they have obtained the prior written consent of both the School and any other person or persons who has signed the Acceptance Form.
 - (iii) If your child has been awarded a fee award / bursary, your liability will be 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 or behaviour no longer merits 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 shall be notified in advance (providing not less than one term’s notice). If within fourteen (14) days following the withdrawal of a fee award or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable. There would always be the right of Appeal.

- (d) Each term’s fees accrue separately and the fees payable in respect of each term are due on the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School may have agreed separately shall pay the fees under Clause 3(c) (i) above). The fees must be paid in full either by cheque or by direct bank transfer of cleared funds on or before the first day of the term to which the invoice relates.

The Bursar may agree that the fees that are due in relation to any term can be paid in instalments. If the School does agree to do this in relation to any term’s fees then the School and those responsible for paying those fees will agree separately in writing the amount of each term’s fees that is to be deferred and the anticipated schedule of instalments by which the deferred amount is to be paid. In such circumstances, the agreed amount for each term is to be paid by direct debit in not more than four (4) 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 shall issue a separate invoice and

schedule of instalments relating to the fees due in respect of each term, which shall be evidence of the separate agreement for the payment of that term’s fees.

- (e) Any and all supplemental charges for extra-curricular activities for each term (and for other charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to you before the start of the next term. All such supplemental charges must be paid in full either by cheque or direct bank transfer on or before the first day of the then forthcoming term.
 - (i) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees and/or supplemental charges remain unpaid or there is a persistent default in relation to the payment of fees and/or supplemental charges.
 - (ii) We may make an interest charge of 3% per annum above the base rate of the School’s bank on any late payments. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay the School the interest together with the overdue amount.
 - (iii) Unless we expressly agree otherwise in writing with you, if we reasonably and properly incur any costs (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the School’s favour in recovering or

- attempting to recover fees or any supplemental charges from you (or either of you) that have not been paid in accordance with the terms of this contract, then you shall be responsible for paying such costs in addition to the fees and/or supplemental charges (as the case may be) and any interest applied to such amount(s).
- (iv) You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

- (f) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term’s notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term. If we give you notice of an increase in fees which exceeds 10% you will be entitled to withdraw your child from the start of the following term without giving a term’s notice or paying fees in lieu PROVIDED THAT you give the School notice in writing of the withdrawal within twenty-one (21) days from the date when notice of the increase in fees is given.
- (g) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise.
- (h) The School reserves the right to obtain satisfactory evidence of the identity, address and financial means of a person who is responsible for paying fees.



TERMS & CONDITIONS (CONTINUED)

(i) The School reserves the right to refuse payment from anyone other than the parent or person with parental responsibility for a pupil.

5. NOTICE REQUIREMENTS

(a) If you wish to withdraw your child from the School (other than at the normal leaving date when the child leaves in Year 8), you shall either give a term’s notice to that effect or shall pay to the School a term’s fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term’s notice had been given.

(b) In cases under (a) above, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term’s notice had been given.

(c) If you wish to withdraw your child from an activity charged for as supplemental by the school, you shall either give a half term’s notice to that effect or shall pay to the School as a debt a half- term’s charges for the activity in which your child has ceased to participate.

(d) 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.

(e) Notice of leaving must be submitted in writing to the Head who will instruct the Bursar to compile a leaving invoice. All correspondence regarding fees must be directed to the Bursar.

6. SCHOOL POLICIES & ETHOS

(a) It is a condition of remaining at the School that your child complies with the School Policies (incorporating the “Way of Life”). In addition, you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as may be issued by the School from time to time (if not already included within the School Policies).

(b) The School’s policy on alcohol, drugs and substance abuse has been adopted with the aim of safeguarding the health and safety of all pupils.

(c) The School may, subject to applicable data protection legislation, monitor your child’s email communication, internet use and use of social media. We may do this for various reasons, including ensuring compliance with the School Policies and/or online Safety Policy 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.

(d) All policies are available on the school website www.theprep.org.uk

7. SUSPENSION, EXCLUSION AND REQUIRED REMOVAL

(a) The Head may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head reasonably considers that your child’s conduct, behaviour (including behaviour or conduct outside school) or attendance is unsatisfactory and the suspension or exclusion is in the School’s best interests or those of your child or other children.

(b) The Head may in his or her discretion require you to remove your child from the School if the Head reasonably 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 well-being 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 or because we have a legal right to end the contract because of something you have done wrong;

(c) Should the Head exercise his or her right under either Clause 7(a) or Clause 7 (b)(i) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and, in such instances pursuant to those Clauses where your child is excluded or suspended you are required to remove your child from the School, the deposit will be forfeited, meaning, that the school will retain the deposit.

(d) If your child is expelled from the School, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the expulsion will be refunded.

(e) The School Policy on behaviour sets out examples of offences likely to lead to suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion is required for a single incident or for a lesser offence where there has been previous misbehavior. All aspects of the pupil’s record at the School may be taken into account.

(f) You acknowledge that any review of serious disciplinary matters or decisions taken by the School and/or Head under this clause 7 shall be governed by the Complaints and Appeals Procedure.

8. THE SCHOOL’S OBLIGATIONS

(a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her Preparatory schooling. It is assumed that each pupil who satisfies the relevant criteria at the time will progress through the School and will complete the academic year in which the pupil attains 13 years of age. Parents will be consulted before the end of the Spring Term of the year in which the pupil attains 4 years or 7 years of age (i.e. at the time of transferring from the School’s Kindergarten to Pre-Prep and Pre-Prep to Prep School respectively) if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. See also the Admissions Policies.

(b) While your child remains a pupil of the School, we undertake to 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 required to be on School premises or is participating in activities organised by the School. To clarify, at events which pupil’s attendance is voluntary such as Fireworks night, Christmas Bazaar, Family Day, Prep Idol whilst staff will be vigilant, parents and those with parental authority are responsible for their children outside school hours.

(c) In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate, including in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child) or where necessary, for instance for appropriate sports coaching, musical or drama teaching and for comfort to a pupil in distress or to maintain safety and good order. Unless you notify us to the contrary, you consent to your child participating, under proper

Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

(d) If your child requires urgent medical attention while under the School’s care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to ring for emergency services and to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion unless you have previously notified us you object to blood transfusions). See also the First Aid policy.

(e) Our prospectus and website (which are not contractual documents) describe the broad principles on which the School is presently run and are believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspect of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely whilst your child remains at home, for example, where the School is required to close the School premises), and we reserve the right to do so. We will give parents notice of any changes that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect.

(f) We shall monitor your child’s progress at the School and produce regular written reports. We shall advise you if we have any concern about your child’s progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child’s special educational needs.

(g) Religious observance / common worship at the School shall be conducted in accordance with the School’s ethos and policy for Religious Education.

(h) All pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time.

9. THE PARENTS’ OBLIGATIONS

(a) 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 cooperation in obligations under this contract.

(b) In addition to your other obligations included elsewhere in these terms and conditions (including in the remainder of this clause 9), you undertake to co-operate with the School and School staff in good faith, and including in particular by:

(i) maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this contract);

(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 and may affect your ability to pay the fees and supplemental charges for 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;



TERMS & CONDITIONS (CONTINUED)

(iv) providing cooperation and assistance to the School so that your child can participate and benefit from the School’s provision of education (including where the School may wish/need to provide such education remotely); and

(v) attending meetings and otherwise keeping in touch with the School where your child’s interests so require.

(c) It is a condition of your child joining 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, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed/your child is free from infection. The School reserves the right to require you to provide a “fit to attend School” note. Where it is considered appropriate in such circumstances we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

(d) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child and to their education and welfare. You also undertake to inform the School, within fourteen (14) days, 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 that somehow relates to) your child’s attendance at the School (including its premises) and/or the School’s provision of education to your child, including any 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. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant Court Order(s) or undertaking(s) (or the relevant parts thereof) unless the Court expressly prohibits you from doing so.

(e) 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, subject only to Clause 9(e) 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 unless you have advised the School that you require separate communications on such matters.

(f) A notice of withdrawal of your child served under this contract (i.e. under any of Clauses 3(c), 4(c)(iii) 4(g) or 5(a)) 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).

(g) The Head must be informed in writing of any extraordinary reason for your child’s absence from School. Wherever possible the School’s prior consent should be sought for absence from the School.

(h) 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 the School staff.

(i) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School’s Complaints and Appeals Procedures.

(j) Pupils are required during term time and at weekends to live with a parent or legal guardian or with an education guardian acceptable to the school. The Head must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than a parent.

(k) When both Parents will be absent from the Pupil’s home overnight or for a twenty-four hour period or longer, the Head must be told in writing the name, address and telephone number for twenty-four contact with the adult who will have care of the Pupil.

(l) 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.

10. REFERENCES, CONFIDENTIALITY AND DATA PROTECTION

You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. This includes any reference received from a previous school unless permission is given by the supplier of that reference. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion.

(a) given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you 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, 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 I –IV above this includes use of information by the School in /on - the School Prospectus, the School website and (where appropriate) the School’s social media channels.

Further reasons are noted in our Privacy notice.

(c) You undertake to: (i) confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) you and/or your child that is held by the School; and (ii) in any event, 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 information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

(d) In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office’s points-based system, you consent to us notifying and/or supplying information relating to you and/or your child’s right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration (UKVI) unit of the Home Office (and to do so notwithstanding whether we actually sponsor your child or not).

(e) You acknowledge and agree that those persons who have parental responsibility for your child are entitled to receive relevant information about the 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 1998).

The School will process personal data about you and your child in accordance with the Data Protection Act 1998(as amended or superseded, including from 25 May 2018 the General Data Protection Regulation) and other related legislation. We will process such personal data you consent to us processing such personal data: (i) as set out in this clause 10, 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 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.

11. INSURANCE

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



TERMS & CONDITIONS (CONTINUED)

12. INTELLECTUAL PROPERTY RIGHTS

We shall recognise any intellectual property rights created, generated or vested in your child.

13. CHANGES IN OWNERSHIP

For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

14. CANCELLATION

(a) The School shall be entitled to cancel this contract by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this contract or any similar agreement with the School (including, for the avoidance of doubt, persistent late or non-payment of fees and/or supplemental charges) and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen (14) days of a notice from the School requiring it to be remedied.

For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this contract:

- (i) failure to pay any fees or supplemental charges on time on more than one occasion;
- (ii) you (as opposed to your child) acting in such a way as to give the Head cause to require you to remove your child from the School under Clause 7(b)(i) of this contract;
- (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this contract (including pursuant to the



School Policies); (iv) a serious misrepresentation of facts or circumstances or withholding of information 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/they are not); and (v) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.

(b) (i) The School may at any time cancel this contract forthwith by notice in writing (without prejudice to any of its other remedies) if you (or either of you) are unable, following our reasonable request, to demonstrate that you will be able to pay the fees and supplemental charges as they fall due under this contract; are otherwise unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; or enter into an individual voluntary arrangement.

(ii) You may at any time cancel this contract forthwith by notice in writing (without prejudice to any of your other remedies) if the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

(c) For the avoidance of doubt, this contract shall end at the end of your child’s schooling or when all fees and terms and conditions have been met.

15. FORCE MAJEURE (I.E. CIRCUMSTANCES BEYOND OUR CONTROL)

(a) In this contract “force majeure” shall mean any cause beyond a party’s reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination.

(b) In the event of a “force majeure” arising which prevents or delays the School’s performance of any of its obligations under this contract, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the “force majeure”. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the “force majeure” and subject to Clause 16(c), the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the “force majeure”. To the extent reasonably practicable in the circumstances, the School shall endeavour during the continuance of the “force majeure” to provide educational services (including by providing appropriate educational services remotely or in temporary accommodation).

(c) If the School is prevented from performance of all of its obligations as a result of “force majeure” for a continuous period greater than six (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 cancel this contract on written notice to the School and without giving a term’s notice or paying fees in lieu of notice.

(d) If your child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by a “force majeure” you shall give the School notice in writing of such circumstances and the

following provisions shall apply:

(i) you shall, in consultation and cooperation with the School, use all reasonable endeavours to: mitigate the effect of the “force majeure” in order to continue to perform the obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

(ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is still not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the “force majeure”; and

(iii) in the event of the “force majeure” continuing to prevent your child from attending the School 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 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

(a) All notices required to be given under these terms and conditions must be given in writing or by email directly to the Headmaster.

(b) 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 undertake to notify the School of any change of address(es) or other contact details including email and telephone numbers.



(c) Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:

(i) delivered by hand to the School; (ii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or (iii) 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 notices you may wish to serve under any of Clauses 3(c), 4(c)(iii), 4(g) , 5(a), 5(b) or 5(d) of these terms and conditions are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.

17. INTERPRETATION

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

18. JURISDICTION AND GOVERNING LAW

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

19. VARIATIONS

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. 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.



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PREPARATORY SCHOOL

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