



Terms and Conditions

Collingwood School

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.

1. Definitions

(a) In these terms and conditions:

"**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;

"**the Complaints Policy**" 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. A copy of the procedure is available on the School website and from the School at any time upon written request;

"**Registration Fee**" means the sum set out in the Schedule of Fees;

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

"**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;

"**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 website and from the School at any time upon request.

"**Positive Behaviour Policy**" means the rules of the School, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the School, as those rules 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. Parents will be given notice of such amendments;

"**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 preceding the term to which the notice relates;

"**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, or its duly authorised representative, as the context requires; and

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or a person who with the School's written consent replaces a person who has signed the Acceptance Form.

(b) Who we are: We are Collingwood School Educational Trust Ltd a company registered in England and Wales.

(c) Our contract with you: The Acceptance Form, the Schedule of Fees, the Positive Behaviour Policy the Complaints Policy and these terms and conditions form the terms of a contract between you and Collingwood School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. **Acceptance, Registration Fee and Deposit**

(a) An offer of a place for your child at the School is accepted by your submitting the duly completed Acceptance Form and paying the registration fee and deposit.

(b) The registration fee is non-refundable.

(c) The deposit is non-refundable if your child does not take up a place at the School and you may be liable for the term's fee if a term's notice to withdraw your child is not given.

(d) The deposit is used towards the first term's fees.

3. **School Fees**

(a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.

(b) Any extra-curricular activities such as private music lessons, 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 particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.

(c) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the fees or any part of them.

Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent.

- (d) Each invoice must be paid either in full by the first day of term or, if fees are paid by standing order, in monthly instalments commencing 1st July (each instalment being due on the first working day of each month)
- (e) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent default in relation to supplemental charges. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- (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.
- (g) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise.

4. **Notice Requirements**

- (a) If you wish to withdraw your child from the School (other than at the normal leaving date), 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.

In cases where notice is not given, 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.

- (b) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child.

5. **Positive Behaviour Policy**

- (a) It is a condition of remaining at the School that your child complies with the Positive Behaviour policy. In addition, you promise to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use. 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 in connection with the School's legal duty and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

6. **Disciplinary Procedures**

- (a) The Head may, with the prior agreement of the Chair of Governors, require to remove or suspend or, in serious or persistent cases, expel your child from the School if he considers that your child's attendance, progress or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- (b) The Head, in his discretion may require you to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of you or either of you is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) Should the Head exercise his right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable). However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.
- (d) The Positive Behaviour Policy set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- (e) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. The review of disciplinary matters is governed by the Complaints Procedure.

7. The School's Obligations

- (a) 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 he or she transfers to a secondary school.
- (b) 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) 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.
- (d) If your child requires urgent medical attention while under the School's care, we will if practicable try to obtain your prior consent. However, if it is not practicable to contact

you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).

- (e) Our right to make changes at the School. From time to time it may be necessary to make changes to any aspects 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)).
- (f) We will give you notice of significant changes. We will 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 4(a) above.
- (g) 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 or other conditions. A formal assessment can be arranged either by you or by the School at your expense.

8. 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 co-operation, including in particular by you fulfilling your own obligations under this contract.
- (b) You must co-operate with the School and School staff in good faith, including by:
 - i. maintaining a constructive relationship with School staff (including 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 that affect or may affect your ability to pay the fees and supplemental charges for your child);
 - 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) 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, 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.
- (d) 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.
- (e) 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 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. 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).
- (g) 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.
- (h) Any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you and any communication from the School to one of you as having been given to both of you.
- (i) You must inform the School as soon as possible by telephone or email or in person of any reason for your child's absence from School. For longer periods of absence, wherever possible, the School's prior consent should be sought.
- (j) 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 Policy. A copy of the most up-to-date version of the Complaints Policy is on the School's website and is otherwise available from the School at any time upon request.

9. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at School or for the payment of fees due to absence of your child or closure of the school premises.

10. How we may use Personal Information: References, Confidentiality and Data Protection

(a) This section links with the School's Privacy Notice which can be found on the School's website and available from the School at any time upon request.

(b) 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 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.

(c) We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School as per the School's Privacy Notice and/or Taking, Storing and Using Images Policy.

(d) 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.

(e) Data Protection Law - 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:

- 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, 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.

11. Intellectual Property Rights

We shall recognise any intellectual property rights vested in your child.

12. Changes in Ownership etc.

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all parents in relation to such changes.

13. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records.

14. 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.

15. 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 notify you of any such modifications.

16. Ending this Contract

(a) 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 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);
- iii. you (or either of you):
 - are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges 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
- iv. 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.

- (b) 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 of something we have done wrong; or
 - ii. the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) 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 your child's schooling, whichever is later.
- (d) 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. After this contract ends, you and we will keep any rights we have under general law.