



SILCOATES

Independent education for boys and girls aged 3-18



Terms and Conditions



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Acceptance Form

Please note that before signing this Acceptance Form you should read (i) the Terms and Conditions attached to this Acceptance Form and (ii) the School Rules, which can be found on the School website, and draw them to the attention of your child. Having done so, please read and sign to accept the following points:

We hereby accept the offer of a place at Silcoates School for XXXXXXXXX with effect from XXXXXXXXX and enclose a cheque for £250 as a deposit.

We acknowledge that we have read the School Rules, as published on the School website and as may be amended from time to time, and agree that we and our child shall observe and be bound by them.

We further acknowledge and agree that the Terms and Conditions attached to this Acceptance Form, and as varied from time to time, form part of the contract between us and the School. In particular, we agree to pay the fees and supplemental charges when due and, by signing this Acceptance Form, we confirm that we are not jointly or individually in arrears on the payment of any fees or charges owing to our child's current or previous school or educational establishment.

We agree that we have read, understood and are in agreement with Section 3 – School Fees – contained in the attached Terms and Conditions.

By signing this Acceptance Form we also confirm that:

(a) All holders of parental responsibility for the above-named pupil have signed this Acceptance Form and that no one else holds parental responsibility* for him or her;

*[Parental responsibility is defined in the Children Act 1989 as "all the rights, duties, powers and responsibilities and authority which by law **a parent** of a child has in relation to the child and his or her property". It equates to legal responsibility for the child. If you have any doubts about whether you do or do not have parental responsibility for the child, you may wish to seek legal advice.]

(b) We, the above-named pupil's parent(s)/guardian(s), co-habit/live separately (delete as appropriate) at the address(es) shown below and we agree to notify the School immediately of any change of address or our family circumstances;

(c) Unless otherwise notified to the School in writing prior to signing this Acceptance Form:

- (i) there are no court orders in place in respect of the care or living arrangements of our child or the payment of fees for his/her education; and
- (ii) any information or circumstances about or relating to us and/or our child that has previously been notified to the School (including on the School's Registration Form or otherwise as part of the School's registration and admissions process) is and remains complete and accurate as at the date when we sign this Acceptance Form.

Print Name:	Print Name:
Relationship to Child:	Relationship to Child:
Address:	Address:
Date:	Date:
Signature:	Signature:

Please Note:

Each person with parental responsibility for the child is required to sign this Acceptance Form and the School is entitled to treat any instruction, authority, request or prohibition received from one signatory as having been given on behalf of all signatories and therefore on behalf of all those with parental responsibility for the child.

An exception to this is with regard to a notice of withdrawal of the child from the School – such notice must be signed by all those with parental responsibility for the child per Clause 8(e) of the Terms and Conditions.

Example

Terms and Conditions

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;

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

"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 contained in the Information for Parents Handbook and/or is available from the School at any time upon request;

"Deposit" means the sum referred to as such in the Acceptance Form. In line with standard practice in independent schools, this deposit is held by the School until your child leaves, when it will be returned to you once your school account is cleared in full. **"Fees"** means the fees set out in the Schedule of Fees, as may be amended from time to time;

"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;

"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;

"School Rules" 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 is sent to parents with the letter offering a place at the School. Parents will be given notice of subsequent amendments to the rules.

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

"A Term's Notice" means notice, in writing, to the Head given not later than the final day of the term preceding the term to which the notice relates. If you plan to leave the school at the end of the Autumn Term, you must give notice before the end of the preceding Summer Term; if you plan to leave at the end of the Spring Term, you must give notice before the end of the preceding Autumn Term; and if you plan to leave at the end of the Summer Term, you must give notice before the end of the preceding Spring Term. All notices to leave will only be deemed valid and accepted upon acknowledgement by the School in writing. The Head may, in exceptional circumstances, agree to waive the full notice period.

"Terms and Conditions" means these Terms and Conditions, as 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 a parent 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).

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 Rules** 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 Silcoates School (Charity Number 1158796; DfE Registration Number 384/6027). It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance 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 deposit.
- (b) The deposit is not refundable if your child does not take up a place at the School. 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 following the departure of your child.

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 may otherwise be 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 addition, and by way of further example, 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.
- (c)
 - (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. 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.
 - (ii) A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice in writing to the Head, and provided that they have obtained the prior written consent of the other person who has signed the Acceptance Form.
 - (iii) If your child has been awarded a scholarship/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 shall 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, for the reasons outlined above, an award may be withdrawn from your child, you shall be notified in advance.
- (d) Each term's fees accrue separately and the fees payable in respect of each term fall due on the second business day prior to 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 by direct bank transfer two working business days before the first day of the term to which the invoice relates.

The School, at its sole discretion, may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If the School so agrees in relation to any term's fees then the School and those liable for those fees shall 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 and in any event, the agreed amount for each term is to be paid by Direct Debit in not more than four instalments within a period that does not exceed twelve 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. Any variation from such agreement shall render the right to pay fees via instalments null and void.

- (e) Any and all supplemental charges for extra-curricular activities for each term, and for other charges that were agreed during the previous term, shall 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 by direct bank transfer on or before the second working business day of the then forthcoming term.

(f) (i) The School reserves the right, by giving five school days' written notice, to refuse to allow your child to attend the School either for a stated period of time or permanently 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) The School may make an interest charge of three per cent per annum above the base rate for the time being of the School's bank charges 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 the School expressly agrees otherwise in writing with you, if it reasonably and properly incurs any costs, including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment were 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 the School informing any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

(g) School fees will be reviewed from time to time by the Governors of the School and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you prior to the end of the penultimate term before the increase is to take effect.

(h) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. 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.

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. All notice must be given in writing to the Head and receipt of such notice be acknowledged by the School to be deemed effective.

(b) Under (a) above, the appropriate sum in lieu of notice will become due and owing to the School as a debt in accordance with Section 3.

(c) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a term's notice to that effect, in writing to the School, or shall pay to the School as a debt a 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.

5. School Rules

(a) It is a condition of remaining at the School that your child complies with the School Rules. 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 Rules).

(b) 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) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.

6. Suspension, Expulsion and Required Removal

- (a) The Head may in his or her discretion suspend or, in serious or persistent cases, expel your child from the School, if the Head reasonably considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or expulsion 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
- (ii) Your child's attendance or progress is unsatisfactory 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.
- (c) Should the Head exercise his or her right under either Clause 6(a) or Clause 6(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 expelled or you are required to remove your child from the School, the deposit will be forfeited. 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.
- (d) The School Rules and the School's Expulsion Policy, as published on the School website and as may be amended from time to time, both 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 the pupil's record at the School may be taken into account.
- (e) You acknowledge that any review of disciplinary matters or decisions taken by the School and/or Head under this Clause 6 shall be governed by the Complaints Procedure.

7. 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 schooling. However, the School reserves the right to refuse progress between different year groups of the School, or between Junior School, Senior School and the Sixth Form, if it believes that it is not in the child's best educational interests to do so, or as a consequence of any other such reason that the School deems reasonable and appropriate. Any such decision will only be made after consultation with parents; however, the School has the final say in such matters.
- (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 permitted to be on school premises or is participating in activities organised by the School.
- (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). 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 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 that you object to blood transfusions).

(e) Our prospectus and website describe the broad principles on which the School is presently run and is believed to be correct at any given time. However, 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 its 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 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 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 at the School will be conducted in accordance with the School Rules.

(h) In order to fulfil our obligation, the Head and school staff need your co-operation, including in particular by your fulfilling your own obligations under this contract.

8. The Parents' Obligations

(a) In addition to your other obligations included elsewhere in these terms and conditions (including in the remainder of this Clause 8), 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 that affect (or may affect) your ability to pay the fees and supplemental charges for your child, and ensure 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;

(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.

(b) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School (and provide, whether upon further request by the School or otherwise, any reports or other materials relevant to the same) 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. 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 been averted. Where it is considered appropriate in such circumstances the School will 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).

(c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child. You also undertake to 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 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).

(d) 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 8(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.

(e) A notice of withdrawal of your child served under this contract (i.e. under any of Clauses 2(c), 3(c)(iii) or 4(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).

(f) The School must be informed in writing of any reason for your child's absence from school. Wherever possible, the School's prior consent should be sought for absence from the School. If, at any time during your child's time at the School, you (and each of you as the holders of parental responsibility for your child) will not be in the United Kingdom at any time or you (or either of you) will otherwise be absent for a period of longer than 24 hours, you must inform the School in writing and provide the details reasonably required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

(g) The School 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's staff.

(h) 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 Procedure.

9. Insurance

You must make your own insurance arrangements, if you require cover for your child's person or property while at the School or for the payment of fees due to absence of your child or closure of the school premises. The School may, from time to time, offer coverage under a personal accident insurance scheme, the charge for which will either be included within the school fees or charged as a supplemental option, subject to variation by the Governors.

10. 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, 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.

(b) We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. You consent to us making use of information relating to your child (including photographs and video recordings), and (where appropriate) relating to you, 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;

(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 or 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 your (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) We will send information (eg, school reports) about your child to both of you as a matter of course. You agree that those persons who have parental responsibility for your child are 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 1998, as amended or superseded).

(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 25th 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 and 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

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.

13. 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 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 6(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 Rules); (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.

14. Force Majeure (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, the School shall 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).

(c) If the School is wholly unable to perform its obligations under this contract for a continuous period of more than fourteen consecutive days, you shall not be liable to pay the fees for the period of the term affected, prorated proportionately. Accordingly, and as the case may be, if the fees for the period of the term affected:

(i) have already been paid, then you shall be entitled to be reimbursed such proportion of the fees; or

(ii) have not been paid because the period of the term affected includes the first day of the term (and fees only became due on the first day of the term) then you shall not be liable to pay such proportion of the fees.

If (ii) above applies, then the balance of the fees for the term affected shall be due and owing on the date when the School resumes performance of its obligations under this contract.

15. Communications

(a) All notices required to be given under these terms and conditions must be given in writing. Email is accepted by the School as a form of written communication.

(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.

(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 or (iv) delivered by email and a receipt of delivery to be obtained. 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 2(c), 3(c) (iii), 4(a), 4(b) or 4(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.

16. Interpretation

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

17. 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.

18. 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 proper delivery of education at the School. The School will send you notice of any modifications prior to the end of the penultimate term before the modifications are to take effect.

EXAMPLE

Example



SILCOATES

Silcoates School, Wrenthorpe,
Wakefield WF2 0PD

Telephone 01924 291614

Email enquiries@silcoates.org.uk

www.silcoates.org.uk

Charity No. 1158796