

1 Introduction

1.1 These terms and conditions reflect the custom and practice of independent schools for many generations and together with

1.1.1 the letter of offer;

1.1.2 the Conditions of Award (if applicable);

1.1.3 the Acceptance Form; and

1.1.4 the Fees List

they form the basis of a legally binding contract for educational services between the Parents and Newton Prep Ltd ("**Newton Prep**" or the "**School**") in relation to the Child (the "**Parent Contract**"). 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 Newton Prep.

1.2 **Important information:** The rules concerning notice and fees are of particular importance and are set out at Sections 8 and 9 below. Please see also Section 11 for details of the changes that may be made at Newton Prep while your child is a pupil here and the consultation and notice procedures that will apply.

If you have any queries regarding these terms and conditions please contact the Bursar before accepting the School's offer of a place.

1.3 **Documents referred to:** Before accepting the offer of a place, parents and pupils receive a copy of the School Behaviour Policy and the Fees List. Parents also have an opportunity, on request, to see any of the other documents referred to in these terms and conditions. Except for those documents referred to in clauses 1.1.1 to 1.1.4 above and unless otherwise stated elsewhere in the Terms and Conditions no other documents form part of the Parent Contract. Please now refer to Clause 11.8 below.

2 Terminology

2.1 "**The School**" / "**We**" / "**Us**" means Newton Prep Limited acting by its Board of Directors as now or in the future constituted (and any successor). The School is incorporated as a limited company and the Board of Directors are responsible for the governance of the School.

2.2 "**The School Council**" means the advisory body appointed by the Board of Directors of Newton Prep Limited to provide advice to the School from time to time when considered appropriate.

2.3 "**The Head**" is the person with overall responsibility for the day-to-day running of the School and that expression includes those to whom any duties of the Head or of the Board of Directors have been delegated and includes the School Medical Officer whenever appropriate.

2.4 "**The School Medical Officer**" means the appropriately qualified person appointed by the School to act as School's medical officer.

2.5 "**The Parents**" / "**You**" means any person who has signed the Acceptance Form and/or who has accepted responsibility for the Child's attendance at this School. The Parents are legally responsible, jointly and severally, for complying with their obligations under the Parent Contract.

2.6 **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive certain information concerning the Child, whether or not they are a party to this contract, unless a court order has been made to the contrary, or there are other reasons which justify withholding information, at the discretion of the School, to safeguard the best interests and welfare of the child.

2.7 "**The Child**" is the child named on the Acceptance Form. The age of the Child will be calculated in accordance with UK custom.

2.8 **Interpretation:** Unless the context of these terms and conditions otherwise requires words denoting the singular include the plural and vice versa.

3 Admission and Entry to the School

3.1 **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to Us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the admission requirements at the time being satisfied by the applicant.

3.1.1 "**Admission**" occurs when the Parents have accepted the offer of a place by submitting the Acceptance Form and paid the Acceptance Deposit as set out in the Fees List for the relevant year.

- 3.1.2 "Entry"** is the date when the Child attends the School for the first time under the Parent Contract.
- 3.2 Ethos and character:** The School is a mainstream, preparatory day school for boys and girls aged from 3 - 13 years. The School welcomes staff and children from all different ethnic groups, backgrounds and creeds.
- 3.3 Offer of a Place and Deposit:** A deposit ("**Acceptance Deposit**") as shown on the Fees List for the relevant year will be payable by all Parents when they accept the offer of a place. Please see also clause 8.5.
- 3.4 Repayment of Deposit:** The Acceptance Deposit will be retained in the general funds of the School until the Child leaves and will be repaid without interest less any extras or other sums due to the School on leaving unless stated otherwise in these terms and conditions or unless the Parents wish to donate any remaining balance to the Newton Bursary Fund (Registered Charity No. 1013843). The School reserves the right to set off any amount owed to the School. This does not alter the School's right to recover any sums owed to it. If the child leaves at the end of the Autumn Term, the Acceptance Deposit will be repaid by 31 January. If the child leaves at the end of the Spring Term the Acceptance Deposit will be repaid by 31 May. If the Child leaves at the end of the Summer Term the Acceptance Deposit will be repaid by 31 August. Please see also clause 8.8.
- 3.5 Immigration:** The School currently holds a Child Student sponsor licence. The Parents must inform the Head when returning a completed Registration Form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. Where a child is sponsored by the School for immigration purposes, the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Child Student sponsor. This may, when necessary, include sharing such information with relevant authorities, including the passport, visa, vignette and/or biometric resident permit of the child and, where necessary, the Parents. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to reside in the United Kingdom and to study at this School. The Parents shall immediately inform the School of any intended or actual change in their child's accommodation arrangements during their period of sponsorship. Please see also clause 8.12.

4 Pastoral Care

- 4.1 Our Commitment:** We will do all that is reasonable to safeguard and promote the Child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect the Child's rights and freedoms, which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.
- 4.2 Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by Us, must be notified immediately to the Form teacher; Head of Year, depending on the year the Child is in; the Deputy Head - Lower School, the Deputy Head (Years 3-5) or the Deputy Head (Years 6-8); or, in the case of a grave concern, must be notified in writing (which, for these purposes, may include by e-mail) to the Head, and/or in the case of an emergency, by telephone. In such cases, the School and its staff will endeavour to investigate the issue and to respond to the Parents in accordance with the timescales set out in the School's Complaints Policy. The School expects the Parents to respond promptly by return and/or attend any meetings that might be arranged by the School to address the issue. Every reasonable complaint shall receive fair and proper consideration and response. A copy of the School's Complaints Procedure is available on the School's website or on request from the Head's PA or Bursar. Please see also clause 7.18 below.
- 4.3 Child's Rights:** If, in the professional opinion of the Head, the Child is of sufficient maturity and understanding, the Child has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural or adoptive parents. If a conflict of interests arises between a Parent and a Child, the rights of, and duties owed to, the Child will in most cases take precedence over the rights of, and duties owed to, the Parent.
- 4.4 Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Child's welfare. The Parents accept that the Head's authority within the School community, exercised reasonably, is paramount. Should the Head find it necessary to correspond formally with and/or meet the Parents, we expect both a prompt response and the meeting to take place within a reasonable timescale.

- 4.5 Conduct of Parents:** The Parents undertake on their own behalf, and on behalf of any third parties authorised to act or attend the School on their behalf, to behave reasonably in all dealings with the School, to treat staff and other members of the School community with dignity and respect, and to comply with the School's Rules currently in force, including (but not limited to) those in relation to access to the buildings and the use of mobile telephones and cameras on School grounds and driving dangerously and / or parking on 'School Keep Clear' road markings in Lockington Road. Parents or any third parties attending or acting on their behalf in any dealings with the School may be prevented from entering the School premises if the Head, acting in a proper manner, considers that individual or group of individuals has/have behaved unreasonably and considers the measure to be in the best interests either of the Child or of the School. The Head may, with absolute discretion, require the Parents to remove the Child if the behaviour of the Parents is, in the opinion of the Head, unreasonable and/or affects or is likely to affect adversely the Child's or other Child's progress at the School. Please see also clause 7.12.
- 4.6 Ethos:** The ethos of this School must be such as to foster good relationships between members of the staff, the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Child and the Parents and We expect the same of the Child and the Parents in relation to the School.
- 4.7 Physical Contact:** The Parents consent to such physical contact with the Child as may accord with good practice; as may be appropriate and proper for teaching and instruction; for providing comfort to the Child in distress; to maintain safety and good order; or in connection with the Child's health and welfare. The Parents also consent to the Child participating in contact and non-contact sports and other activities as part of the normal School and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
- 4.8 Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- 4.8.1** any known medical condition, health problem or allergy affecting the Child;
 - 4.8.2** any potential medical conditions for which the Child is being or will likely be tested;
 - 4.8.3** any history of a learning difficulty on the part of the Child or any member of their immediate family;
 - 4.8.4** any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Pupil;
 - 4.8.5** any matters or family circumstances or court order which might affect the Child's welfare or happiness;
 - 4.8.6** any concerns about the Child's safety;
 - 4.8.7** any significant change in the circumstances of the Parents, including any changes to the Parents' financial circumstances or if either of the Parents is a Designated Person under any UK enactment or convicted of a criminal offence anywhere in the world;
 - 4.8.8** if it is the Parents' intention that the Child is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more;
 - 4.8.9** any change of address or contact details for one or both Parents;
 - 4.8.10** any changes in parental or guardian status; or
 - 4.8.11** any changes in immigration status or nationality of the Child.
- 4.9 Special Precautions:** The Head needs to be aware of any matters that are relevant to the Child's safety and security. The Head must be notified in writing immediately of any court orders or situations of risk in relation to the Child for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Child or of the School.
- 4.10 Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Child's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the Child's welfare or to avert a perceived risk of serious harm to the Child or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Child may have. The School reserves the right to monitor the Child's use of email, the internet and other electronic communications and any mobile electronic devices.

- 4.11 Leaving School Premises:** We will do all that is reasonable to ensure that your Child remains in the care of the School during School hours but we cannot accept responsibility for a child who leaves School premises in breach of School Rules. Parents shall be responsible for ensuring that the Child knows and abides by the School Rules about leaving School premises during the day.
- 4.12 Residence during Term Time:** The Child is required during term time and at weekends, and half term, 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 Child will be residing during term time under the care of someone other than a Parent or guardian.
- 4.13 Absence of Parents:** When both Parents will be absent from the Child's home overnight or for a 24-hour period or longer during the School week, the School must be told in writing the name, address and telephone number for 24-hour contact with the adult who will have the care of the Child.
- 4.14 Communication with Parents:** With the exception of communication regarding Cancellation of the place or the Withdrawal of the Child from the School, the School will (unless otherwise notified in accordance with other arrangements made) treat any communication from the Parents or any person with Parental Responsibility as having been given on behalf of the Parents, and any communication from the School to any such person as having been made to each of them, unless there is evidence of a contrary view. Where the Parents live at different addresses correspondence and other information will usually be sent only to the Parent with whom the Child resides (the Resident Parent) as specified on the Acceptance Form. The Resident Parent agrees to provide copies of relevant information to the other Parent or to any person with Parental Responsibility who has a right to receive it.
- 4.15 Education Guardians:** The Parents if resident outside the United Kingdom must, including before Entry, appoint an education guardian for the Child in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities where necessary. The School can accept no responsibility for the Child when the Child is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, in advance. The Parents are solely responsible for choosing an appropriate education guardian. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall

immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details. Failure to provide such information upon request may constitute unreasonable behaviour. See clause 7.12.3.

- 4.16 Photographs or images (including video recordings):** The School may obtain and use photographs or images (including video recordings) of the Child for:
- 4.16.1** use in the School's promotional material such as the prospectus, the website or social media;
 - 4.16.2** press and media purposes;
 - 4.16.3** educational purposes as part of the curriculum or extra-curricular activities.

Please see the pupil privacy notice for more information about how the School uses photographs and videos of pupils. The School may seek specific consent from the Parents before using a photograph or video recording of the Child where the School at its sole discretion considers that the use is more privacy intrusive. We would not disclose the home address of the Child alongside a photograph or video without the Parents' consent.

- 4.17 Request for Confidentiality:** The Parents may ask Us to keep information about the Child confidential. For example, You may ask Us not to use photographs of the Child in promotional material or ask Us to keep the fact that the Child is on the School roll confidential. If the Parents would like information about the Child to be kept confidential, they must make sure the Child knows this and must inform the Head immediately in writing requesting an acknowledgement of their letter. The Parents will not record meetings or discussions with any staff member or representative(s) of the School without consent.
- 4.18 Transport:** The Parents consent to the Child travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 4.19 Child's Personal Property:** The Child is responsible for the security and safe use of all their personal property including money, mobile electronic devices, locker keys, watches, computers, calculators, musical instruments, bicycles and sports equipment, and for property lent to them by the School.
- 4.20 Insurance:** Parents are responsible for insurance of the Child's personal property whilst at School or on the way to and from School or any School-organised activity away from School premises. The School may,

via its insurance brokers, provide general information about insurance which may be available, but the School does not accept a contractual duty to do so and makes no representation as to the suitability or otherwise of any insurance available.

4.21 Liability: Unless negligent or in breach of another legal duty which causes injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Child or Parents or for loss or damage to property.

5 Health and Medical Matters

5.1 Medical Declaration: The Parents will be asked to complete a Medical Information and Consent Form concerning the Child's health and must inform the Head in writing if the Child develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.

5.2 Child's Health: The Head may at any time require a medical opinion or certificate as to the Child's general health where the Head considers that necessary as a matter of professional judgement in the interests of the Child and/or the School. The Child, if of sufficient age and maturity, is entitled to insist on confidentiality which can nonetheless be overridden in the Child's own interests or where necessary for the protection of other members of the School community.

5.3 Medical Information: Throughout a Child's time as a member of the School, the School Medical Officer shall have the right to disclose confidential information about the Child if considered to be in the Child's best interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "need-to-know" basis.

5.4 Medical Care: The Parents must comply with the School Medical Officer's recommendations which may include a reasonable decision to release the Child home or to their education guardian when he/she is unwell.

5.5 Emergency Medical Treatment: The Parents authorise the Head to consent on their behalf to the Child receiving emergency medical treatment under the National Health Service or at a private hospital where certified by an appropriately qualified person to be necessary for the Child's welfare and if the Parents or a second emergency contact cannot be contacted in time.

5.6 Routine Medical treatment: On the written authority of the Parents the School will administer prescribed medication in accordance with either the prescribing doctor's instructions or, in the case of medication to be left in the School for a length of time (e.g. Epipens, emergency inhalers, etc), a recently dated medical practitioner's instructions. Parents who wish their children to receive any non-prescribed medication must provide specific written permission to the School Medical Officer. Prior written permission from the Parents is required for each and every medicine before any medicine is given. Usually only prescribed medicines are given at the School. Written records are kept of all medicines (prescribed and non-prescribed) administered.

6 Educational Matters

6.1 Our Commitment: The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Child and to provide education to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing educational services for the Child but cannot guarantee that the Child will reach a specific level of attainment sufficient to gain entry to other educational establishments.

6.2 Organisation: We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. This may be by online or other forms of remote learning. By agreeing to these terms and conditions, the Parents authorise the School to share their personal information and that of the Child with external organisations to enable the Child to access cloud based services and other applications. We will endeavour to inform the Parents of changes and the reasons for them as soon as practicable. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils and may take into account management of friendship groups. If the Parents have specific requirements or concerns about any aspect of the Child's education or progress should contact the Child's form teacher, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.

6.3 Progress Reports: The School shall monitor the progress of each Child and shall report regularly to the Parents by means of grades and full written reports.

- 6.4 Sex Education:** the Child will receive health and life skills education including relationship and/or sex education as appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in all or part of the sex education aspect of the curriculum. The Child cannot be withdrawn from relationships education. Please refer to the School's Curriculum policy and the Relationships and Sex Education (RSE) policy for further information.
- 6.5 Reports and References:** Information supplied to Parents and others concerning the progress and character of the Child, and about examinations, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 6.6 Learning Difficulties:** The School will do all that is reasonable in the case of each Child to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". Our staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 6.7 Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible and should not be considered as or relied upon as a formal diagnosis. Parents will be notified if a screening test indicates that a Child may have a learning difficulty. Should a special educational need become apparent during the Child's time at the School, a formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves. Parents agree to cooperate fully with any investigation of the Child's educational needs and refusal to do so may be regarded as unreasonable behaviour. Please see also clause 7.12 below.
- 6.8 Information about Learning Difficulties:** The Parents must notify the Head in writing if at any time they are aware or suspect that the Child (or anyone in their immediate family) has a learning difficulty and the Parents must provide Us with copies of all written reports and other relevant information. The Child's place will be cancelled, or, after the Child's Entry, the Parents will withdraw the Child, without being charged Fees in lieu of Notice if, in the professional judgement of the Head and after consultation with the Parents and with the Child (where appropriate), the School is unable to provide adequately for the Child's special educational needs. The School reserves the right to charge for the provision of additional teaching and / or other support arrangements where it is lawful to do so.
- 6.9 Moving up the School:** It is a condition of this agreement that, subject to them satisfying the relevant criteria at the time, the Child will progress through the School and complete Year 6 or 8. Parents will be consulted before the end of the Spring Term in any School year if there appears to be any reason why the Child may be refused a place at the next stage of the School. **Parents must give a Term's Notice in writing in accordance with the Provisions about Notice (in section 8) if they do not intend their child to proceed to the next stage of the School, or a Term's Fees in lieu of Notice will be payable.**
- 6.10 Intellectual Property:** Where the Child creates a copyright work, including where the work is created jointly with a member of staff or another Child, the School may use that work for the purpose of promoting the interests of the School including exhibiting it, publishing it in the School magazine or putting a copy of it on the School's intranet, social media or public website.
- 6.11 Child's Work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Child, to the School retaining the Child's original work until, in the professional judgment of the Head, it is appropriate to release the work to the Child. We will take reasonable care to preserve the Child's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Child by factors outside the direct control of the Head or staff.
- 6.12 Educational Trips:** A variety of educational trips will be provided for the Child. Parents will be provided with relevant information in advance of educational trips. Unless the Parents specifically notify the School in writing that they do not wish the Child to take part in a specific educational visit, by signing the Acceptance Form or agreeing to be bound by these terms and conditions the Parents consent to the Child taking part in all educational trips. These include:
- 6.12.1** off-site activities involving pupils aged five or under;
 - 6.12.2** visits (including overnight or residential stays) which take place during the weekends or school holidays; or
 - 6.12.3** non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day; or
 - 6.12.4** adventure activities which may take place at any time; or
 - 6.12.5** visits that cost less than £50.

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

6.13 The cost of educational trips: The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause 6.12.1 to 6.12.5 above. The cost of such trips or any trip with a cost in excess of that stated in clause 6.12.5 will be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, insurances, taxis, air fares, or professional advice) necessary to protect the Child's safety and welfare, or to respond to breaches of discipline, will be added to the bill. The School reserves the right to prevent the Child from taking part in an educational trip while overdue Fees remain unpaid or where it is deemed inappropriate for them to take part for reasons of discipline or safety.

7 Behaviour and Discipline

7.1 School Regime: The Parents accept that the School will be run in accordance with the authorities delegated by the Board of Directors to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Child is at issue. The Parents accept that the School's policies, procedures and regime may be subject to change at short notice, if in the opinion of the Head it is deemed appropriate to do so in the circumstances prevailing at the time.

7.2 Conduct and Attendance: We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Child will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules as detailed in the School's Behaviour Policy ('Upper School Core Values and Behaviour Code' and the 'Lower School Golden rules'), and rules about the wearing of uniform which may be amended from time to time.

7.3 School Rules: The School Rules which apply are set out in the School's Behaviour Policy (the 'Upper School Behaviour Code & Routines' and the 'Lower School Golden rules') and other documents published from time to time. Parents are requested to read these documents carefully with the Child before they accept the offer of a place.

7.4 School Discipline: The Parents accept the authority of the Head and of other members of staff on the Head's

behalf to carry out searches and investigations and take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Child and the School community as a whole. The School's Behaviour Policy as amended from time to time applies to all pupils when they are on School premises, or in the care of the School (including when engaged in online or remote learning), on educational trips, or wearing School uniform, or otherwise representing or associated with the School. The policy shall also apply at all times and places in circumstances where failing to apply such policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.

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

7.6 Divulging Information: Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

7.7 Biological Samples: The Child may be given the opportunity to provide a urine or other biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the Child's permanent medical record.

7.8 Definitions of sanctions: The definitions in this clause apply in these terms and conditions: "**Suspension**" means that the Child has been sent or released home for a limited period either as a disciplinary sanction or pending a **Panel Review**. "**Withdrawal**" has the meaning set out in clause 8.4. "**Expulsion**" means that the Child is required to leave the School permanently

in circumstances described in clause 7.10. "**Removal**" means that the Child has been required to leave ("**asked to leave**") the School permanently in the circumstances described in clause 7.12. "**Exclusion**" means that the Child may not return to School until arrears of Fees have been paid. "**Exclusion**" may also be used as a general expression covering any or all of the other expressions defined in this clause with the exception of Withdrawal.

7.9 Sanctions: The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, suspension, or alternatively being removed or expelled.

7.10 Expulsion: The Child may be formally expelled from the School if it is proved on the balance of probabilities that the Child has committed a very grave breach of School discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision shall be subject to a **Panel Review** if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Child shall be subject to a Suspension pending the outcome of the Review. Please see also clause 7.15 and clause 7.16.

7.11 Fees after Expulsion: If the Child is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past Terms, and the unspent balance of any lump sum prepayment will be refunded without interest. There will be no charge to Fees in lieu of Notice but all arrears of Fees and any other sum due to the School will be payable.

7.12 Removal: The Parents may be required to remove the Child permanently from the School, if, after consultation with the Parents and if appropriate the Child, the Head is of the opinion that:

7.12.1 the Child has committed a breach or series of breaches of School rules or discipline for which Removal is the appropriate sanction; or

7.12.2 by reason of the Child's conduct, behaviour or progress, the Child is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the School; or

7.12.3 one or both of the Parents or any third parties authorised by them (such as nannies) have treated the School or members of its staff or any member of the School community unreasonably or acted in a way which could bring the School into disrepute and/or the behaviour affects or is likely to affect adversely the Child's or other pupils' progress at the School.

In these circumstances, and at the sole discretion of the Head, Withdrawal of the Child by the Parents may be permitted as an alternative to Removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Child and the Parents as well as those of the School. The Head's decision to require the Removal of the Child shall be subject to a Panel Review if requested by the Parents. The Parents will be given a copy of the Review procedure as amended from time to time. The Child shall be suspended from the School pending the outcome of the Review. A Withdrawal under this clause is not subject to a Review Procedure. Please see also clause 7.15 and clause 7.16.

7.13 Fees after Removal: If the Child is removed or withdrawn in the circumstances described in clause 7.12, Fees shall be payable in the same manner as set out in clause 7.11.

7.14 Leaving Status: The expression "leaving status" has reference to whether the Child has been expelled, removed or withdrawn, and to the record which will be entered in to the Child's file as to the reason for leaving, and the Child's status as a leaver, and the transfer of the Child's work to another educational establishment and to the nature of the reference which will be given in respect of the Child, and also to the financial aspects of the Child's leaving. These and any other relevant matters of leaving status will be discussed by the Head with the Parents and, where appropriate with the Child, at the time of the Head's decision. The School reserves the right to record the leaving status of the Child on the Child's file immediately after Expulsion, Removal or Withdrawal.

7.15 Panel Review: The Parents may ask for a Review of a decision to expel or require the Removal of the Child from the School (but not a decision to suspend the Child unless the suspension is for 11 School days or more, or would prevent the Child taking a public examination). **The request must be made as soon as possible and in any event within seven days of the Head's decision being notified to the Parents.**

7.16 Review Procedure: The Head will advise the Parents of the procedure (as amended from time to time) under which such a review will be conducted by a Review

Panel of up to three members of the School Council appointed and authorised by the Board of Directors. The Parents will be entitled to know the names of the School Council who make up the review panel. The Parents may ask for the appointment of an independent panel member nominated by the School and approved by the parent (approval not to be unreasonably withheld). If Parents request a Panel Review, the Child will be suspended from School until the review procedure has been completed. While suspended, the Child shall remain away from School and will have no right to enter School premises during that time without written permission from the Head. A Panel Review will be conducted in accordance with the School's Expulsion, Removal and Review policy. The decision of the Review Panel will be final and binding on the Parents and the School.

7.17 Access: Where the Child has been withdrawn, excluded, suspended, removed or expelled from the School and the Child and the Parents including any third parties authorised to act or attend on their behalf shall have no right to enter the School premises without the written permission of the Head.

7.18 Complaints Procedures: A complaint about any matter of School policy or administration not involving a decision to expel or remove a Child must be made in accordance with the School's published complaints procedure, a copy of which is available on the School's website or on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

8 Provisions about Notice

Please see also section 6.9 "Moving up the School" and section 7 "Behaviour and Discipline".

8.1 Term: means the period between and including the first and last days of the relevant school term.

8.2 Notice: means (unless otherwise stated in these terms and conditions) a Term's Written Notice given by:

8.2.1 both Parents; or

8.2.2 one of the Parents with the prior written consent of the other Parent; and

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

before the first day of Term, addressed to and received by the Head personally or by the Bursar on the Head's behalf. The Parents should contact the School if no

acknowledgment of the Notice is received from the School within seven days of the date of the Notice.

8.3 Cancel or Cancellation: means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Child enters the School or where the Child does not enter the School. Please see clause 3.1 for details of when Entry to the School occurs.

8.4 Withdraw or Withdrawal: means the withdrawal of the Child from the School by the Parents or the Child with or without Notice required under these terms and conditions at any time after the Child has entered the School. Please see clause 3.1 for details of when Entry to the School occurs.

8.5 Cancellation rights: If the offer of a place and its acceptance are both made entirely at distance by means of post or electronic communication without either Parent meeting face to face with a member of the School staff between offer and acceptance the Parents have a right to cancel this agreement at any time within 14 days of the day after We receive Your completed and signed acceptance form. In such circumstances the Acceptance Deposit will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement. Information about the right to cancel and how to cancel is set out in the School's cancellation notice and form published on the School website.

8.6 Fees in lieu of Notice: means Fees in full, at the rate applicable for the next Term, following termination by the Parents on less than one full Term's Notice, or if the Child is excluded for more than 28 days for non-payment of fees as set out in clause 9.5. Fees in lieu of Notice are not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability and to enable the School to plan its staffing and other resources.

8.7 A Term's Written Notice: means Notice given before the first day of a Term and expiring at the end of that Term.

8.8 Termination by the Parents: Except when the Child is to leave at the end of Year 6 or 8 or clause 8.9 below applies, if the Parents wish to Withdraw the Child or Cancel and terminate this contract at any time or after the expiry of the 14 day cancellation period described in clause 8.5 above, if applicable, they shall do so either by:

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

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

In circumstances where the Parents Cancel by providing at least one Term's Written Notice, the School shall retain the Acceptance Deposit. In all other circumstances where the Parents Cancel or Withdraw the Pupil, the Acceptance Deposit will be repaid in accordance with clause 3.4.

8.9 Cancelling a place offered in the Term before Entry:

Except where clause 8.5 applies, If the offer of a place is made in the Term before Entry the Parents may Cancel and terminate this contract by notifying the School in writing at any time before Entry but they shall pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt.

8.10 Prior Consultation: It is expected that the Parents will consult with the Head before giving notice to Cancel a place at or Withdraw their Child from the School.

8.11 Discontinuing Extras: A half Term's Notice is required to discontinue extra tuition or half a term's Fees for the extra tuition will be immediately payable.

8.12 Termination by the School: The School may terminate this agreement:

8.12.1 on one full Term's Notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and consultation with the Parents and also the Child (if of sufficient maturity and understanding). The failure of a Parent to respond to formal correspondence from the Head and/or failure to meet with the Head when asked are examples of situations where the School would consider invoking this clause. The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees;

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

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

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

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

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

9 Fees

9.1 Meaning: "Fee" and "Fees" where used in these terms and conditions include each of the following charges where applicable: *Registration Fee, Acceptance Deposit, Tuition Fees, Fees for extra tuition, other extras* such as clothing and equipment, photographs and other items ordered by the Parent or the Child and *charges arising in respect of educational visits, and damage* where a Child alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment and *late payment charges* if incurred.

9.2 Payment: The Parents jointly and severally undertake to pay the Fees applicable in each School year together with taxes, as applicable. Fees are to be paid by direct debit - no other method of payment will be accepted unless agreed in writing by the School's Finance Committee. Fees are due and payable five working days before the commencement of the School term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid. Cheques returned because of lack of funds and rejected direct debits and standing orders due to no fault of the School will incur an administration charge on each occasion; currently this charge is £25 and is subject to increase from time to time. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds or where it has reason to believe that it may be unlawful to accept the payment.

9.3 Refund or waiver: Fees will not be refunded or waived if:

9.3.1 the Child is absent through illness; or

- 9.3.2 any Term is shortened or a vacation extended;
or
- 9.3.3 the Child is released home before or after public examinations or otherwise before the normal end of a Term; or
- 9.3.4 the School is temporarily closed due to adverse weather conditions or other safety related reason; or
- 9.3.5 there is a legal liability under a court order or under the provisions of this agreement to make a refund; or
- 9.3.6 for any reason other than exceptionally and at the sole discretion of the Finance Committee in a case of genuine hardship.

See also Section 10 for information about events beyond the control of the parties.

- 9.4 **Indemnity:** The Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School if the School is required to pay all or part of any sum paid to it by a third party on behalf of the Parents.
- 9.5 **Exclusion for Non-Payment:** The School may exclude the Child by providing written notice if at any time payment of any amount is overdue or if the Parents fail to provide information reasonably requested by the School about the identity of the payer of any Fees or the source of the funds. Exclusion on these grounds is not a disciplinary matter and the right to a Panel Review will not normally arise but the Board of Directors has discretion if thought fit to authorise a review of the documentary evidence by the School's Finance Committee with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Child. Whilst the Child is excluded the School shall have no obligation to provide the Child with any teaching or other support. **A Child who has been excluded at any time when fees are unpaid will be *deemed withdrawn* without notice 28 days after exclusion and Fees in lieu of Notice will be payable in accordance with the Provisions about Notice in Section 8.**
- 9.6 **Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month

accruing on a daily basis, from the first day of each term. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.

- 9.7 **Part Payment:** Any sum tendered by or on behalf of the Parents that is less than the sum due and owing may be accepted by the School on account only. Late payment interest will be applied to any unpaid balance of Fees.
- 9.8 **Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.
- 9.9 **Payment of Fees by a Third Party:** Fees payable by a third party (for example and employer, grandparent or step-parent without Parental Responsibility) will be subject to a separate express written agreement between the School, the Parents and the third party. An agreement with a third party to pay the Fees or any other sum due to the School does not release the Parents from liability to pay Fees under the Parent Contract if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.
- 9.10 **Instalment arrangements:** An agreement by the School to accept payment of current and / or past and /or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
- 9.11 **Scholarships & Bursaries:** Every scholarship, exhibition, bursary or other award or concession is a privilege and is subject to high standards of attendance, diligence and behaviour on the Child's part and to the Parents' treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. The value of a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed. Whilst the School

awards scholarships, the decisions to grant all means-test top-up bursaries are taken by the Newton Bursary Fund, a totally independent body.

- 9.12 Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a fee increase greater than 8%, they may give to the School written Notice of Withdrawal of the Child within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit will be refunded without interest less any sums owing to the School.
- 9.13 Information about Fees:** The Parents acknowledge that the School may make enquiries of the Child's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the School may inform any other school or educational establishment to which the Child is to be transferred if any Fees of this School are unpaid.
- 9.14 Identity of Fees payer:** In some circumstances the School will need to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees or of the source of any funds used to pay Fees and the Parents agree to provide such information as reasonably requested by the School in this respect.

10 Events beyond the control of the Parties

- 10.1 Force Majeure:** An event beyond the reasonable control of the of the School or the Parents is a **Force Majeure Event** and shall include such events as:
- 10.1.1** an act of God, fire, flood, drought, earthquake or other natural disaster;
 - 10.1.2** war, riot, civil unrest, act of terrorism, strikes, industrial disputes;
 - 10.1.3** subject to clause 10.2, outbreak of epidemic or pandemic of disease
 - 10.1.4** failure of utility service or transportation.

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

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

with this contract. together with taxes, as applicable

- 10.3 Notification:** If either party to this agreement is prevented from or delayed in carrying out its obligations under this agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 10.4 Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.3 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 10.5 Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.3 may terminate this agreement by providing at least three working days' notice in writing to the other party.

11 General Contractual Matters

- 11.1 Variations:** These terms and conditions are subject to change from time to time to reflect changes in the law or in custom and practice at the School. Please refer to clauses 11.5 and 11.7 for further information about change management at the School.
- 11.2 Data protection:** For the avoidance of doubt, the Parents authorise the School to process their and the Child's personal information for the purposes of accessing cloud services including the use of apps. The School has a parent privacy notice and pupil privacy notices which explain how the School will use the Parent's and the Child's personal data. These privacy notices are provided with the letter of offer. The privacy notices are also published on the School's website. The Parents must read these privacy notices in full and not just the key information before signing the acceptance form. If the Child is going to enter Year 7 or above the Parents must show the Child a copy of the pupil privacy notice and discuss it with them before accepting the offer of a place.
- 11.3 Management:** It is our intention that these terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.

11.4 Legal Contract: The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms and conditions set out in the documents referenced in clauses 1.1.1 to 1.1.4 above.

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

11.6 Consumer rights: Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.

11.7 Consultation: It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, however, the School will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given a Term's Notice of a change in ethos or culture; or organisational policy; or a change in any physical aspect of the School which in the opinion of the School would have a significant effect on their child's education or pastoral care; or a change of ownership; where such changes are not temporary.

11.8 Information for Parents: We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's

prospectus, website and other electronic communications or media, promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should inform the Head that they wish to rely on that information and seek specific written confirmation from the Head that the information is accurate before returning a completed acceptance form to the School.

11.9 Third Party Rights: Only the School and the Parents are parties to this contract. The Child is not a party to it and shall have no rights to enforce any term of it. The consequences of acts and omissions of the Parents are binding on the Child and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are, so far as they are capable, treated as being made on behalf of the Child and vice versa.

11.10 Interpretation: These terms and conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions. Examples given in these terms and conditions are by way of illustration only and are not exhaustive.

11.11 Severability: If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.

11.12 Jurisdiction: This contract was made at the School and it, together with each matter relating to the provision of educational services by the School is governed exclusively by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.



Newton Prep Limited

Registered Address: 213 Kensington High Street, London W8 6BD

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Schedule 1 Summary of clauses containing financial consequences

Event	Clause
Offer of a place and deposit	3.3
Fees following expulsion	7.11
Fees following removal	7.13
Cancellation rights	8.5
Fees in lieu of notice	8.6
Cancelling a place offered in the Term before Entry	8.9
Discontinuing extras	8.11
Refund or waiver	9.3
Exclusion for non-payment	9.5
Late payment	9.6