



## St Michael's Prep School Terms and Conditions

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

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

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

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explanation, please contact the Director of Finance & Operations to discuss. Term Dates are published on our website [www.stmichaels.kent.sch.uk](http://www.stmichaels.kent.sch.uk)

### 1. **Definitions**

#### ***Meanings of some words and phrases we use in these terms and conditions***

- (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 meaning and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

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

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

"**Code of Conduct**" means the document defining 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 Acceptance Form. Parents will be notified of subsequent changes to the rules;

"**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 most up-to-date procedure is on the School's website and is otherwise available from the School at any time upon request;

"**contract**" has the meaning given in [Clause 1\(c\)](#) below;

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

"**fees**" means the fee for attendance at the School as set out in the Schedule of Fees as amended from time to time;

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

"**judgement**" means an opinion or decision made by a recognised judicial body or court formed objectively, authoritatively, and wisely, based on careful thought;

"**late payment fee**" means the prevailing fee levied (as notified in our schedule of fees and on the fee invoice), if the fee invoice remains unpaid for a period of 3 weeks (21 days) after the due date shown on the fee invoice (usually the first day of term to which the fees relate);

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

"**supplemental charges**" means a charge for anything that is not included in the fee (for example compulsory or discretionary insurances, extra-curricular activities, public examination charges and additional educational needs support charges);

"**term**" means a term of the School as notified to parents from time to time. Term dates are published on our website;

"**a term's notice**" means **written** notice given not later than the first day of the term preceding the term to which the notice relates;

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

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

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a parent or guardian 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).

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

We also use headings to introduce separate provisions. These headings are for ease of understanding only and do not form part of the terms and conditions.

- (b) **Who we are.** We are St Michael's Trust Association Limited, a company registered in England and Wales. Our company registration number is 00323541 and our registered office is at Otford Court, Row Dow, Otford, Kent, TN14 5RY.
- (c) **Our contract with you.** The **Acceptance Form**, the **Schedule of Fees**, the **Supplemental Charges**, the **Code of Conduct** and these **terms and conditions** (as in each case may be varied from time to time) form the terms of an agreement (the "**contract**") between you and the School. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

## 2. **Acceptance and Deposit**

- (a) **How you accept our offer of a place.** An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.
- (b) **The non-refundable status of the deposit.** The deposit is **not refundable** if your child does not take up the place at the School.

**How we use the deposit.** Unless you have indicated that you would like to donate the deposit towards the school's bursary fund, the deposit will form part of the general funds of the School until it is credited without interest, to the final payment of the fees or other sums due to the School on your child's leaving.

**PLEASE READ THIS NEXT SECTION CAREFULLY**

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

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

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

(a) **The period of notice we require.** If you wish to withdraw your acceptance of a place **after** submitting the Acceptance Form and paying the deposit but **BEFORE** your child starts at the School, you **must** give us written notice to that effect before the first day of the term immediately preceding the term in which your child was due to start.

(b) **If we receive that period of notice.** If you provide that period of notice, the deposit will be forfeited in accordance with **Clause 2 (b)** above but no further fees will be payable.

(c) **If we do not receive that period of notice.** If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is received at all) a term's fees will be payable by you and will become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you. This debt will be payable on the first day of the term your child was due to start at the School, had any acceptance not been withdrawn.

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

(a) **What the fees include.** The fees include all the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, which are included in the fees unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).

(b) **What the fees do not include: supplemental charges.** We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as **supplemental charges**. By way of example, any extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination charges shall be charged as supplemental to the fees. Additional charges incurred by the School in providing for the additional educational needs of your child may also be charged as supplemental to the fees.

**PLEASE READ THIS NEXT SECTION CAREFULLY**

*- it deals with your responsibility to pay the fees and supplemental charges.*

(c) (i) **Who is responsible for ensuring payment?** Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid

**to the School. This is because our contract applies to both of you together and each of you on your own.** Each of you remains liable to the School for all 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). Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.

(ii) **How can one person remove him/herself from their payment responsibility?** A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice but that person **must** obtain the prior written consent of **both** the School and the other person who has signed the Acceptance Form.

(iii) **How bursary/scholarship awards are treated.** If your child has been awarded a scholarship/bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. **A bursary or award ("award") may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merits the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.** Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If, within 14 days following the withdrawal of an award, your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School.

(d) **How the fees are charged and payment requirements.** Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the **first day of that term** unless an earlier payment date has been agreed between us. Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under **Clause 4 (c)(i)** above). All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the School fees invoice. The fees must be paid in full by direct bank transfer on or before the first day of term to which the invoice relates. **We may not allow your child to attend the School if you do not pay on time.**

**PLEASE READ THIS NEXT SECTION CAREFULLY**

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

(e) (i) **What happens if you do not pay the fees on time?** We may refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or if there is a persistent failure by you to pay the fees on time. In addition, we reserve the right to vary the payment deadlines set out in these terms and conditions (Clause 4 (d) above) in the event of a default of payment. By way of example, this may mean that you will be required to settle the invoice in full before the first day of the term to which the invoice relates.

(ii) **What happens if you do not pay the supplemental charges on time?**

We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.

(iii) **We can charge a late payment fee of £100**

A late payment fee will be charged on any debt still outstanding 21 days' after the invoice fall due (usually the first day of term to which the fee relates). For the avoidance of doubt, this will

be the date shown on your fee invoice. Any late payment fee will appear on the next fee invoice. The late payment fee may vary from time to time but will be displayed in the Schedule of Fees and notice of any change will be given in accordance with these terms and conditions.

(iv) **We can charge interest if you pay late.** If you do not make payment to the School by the due date for payment (see Clauses 4(d) and 4 (e) above) we may charge interest to you on the overdue amount at the rate of 3% per annum above the base rate for the time being of the School's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. **You must pay the School the interest together with the overdue amount.**

(v) **We can recover our costs for recovering late or non-payments.** You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs being costs that would be allowable by the courts if judgment was made in the School's favour).

(vi) **We can notify other educational institutions of your outstanding payments.** We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

**PLEASE READ THIS NEXT SECTION CAREFULLY**

*- it sets out our right to increase the fees during the course of your child's time at the School.*

- (f) **Our ability to increase the fees.** We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5 (a) below.
- (g) **Fees and supplemental charges will not be reduced due to your child's absence.** Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise. 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.

**PLEASE READ THIS NEXT SECTION CAREFULLY**

*- it sets out what period of notice we require from you if you wish to withdraw your child from the School, or remove your child from participating in an activity for which there is a supplemental charge.*

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

**5. Notice Requirements**

- (a) **Notice to withdraw your child from the School.** If you wish to withdraw your child from the School (other than at the normal leaving date at the end of Year 8), you shall either give us a clear term's notice to that effect, in writing addressed to the Head, or pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (i.e., at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child,

on or before the first day of the preceding summer term (i.e., the final term of the preceding academic year).

- (b) **When the relevant amount in lieu of notice must be paid.** In cases under 5 (a) above, the appropriate sum in lieu of notice will become payable by you to us as debt on the first day of the term which would have been the final term of provision if a term's notice had been given.
- (c) **Notice to withdraw your child from participating in an activity covered by a supplemental charge.** If you wish to withdraw your child from an activity charged for as supplemental, you must either give a half-term's notice to that effect or pay to the School as a debt half-term's charges for the activity in which your child has ceased to participate.
- (d) **Withdrawal part-way through a term does not reduce the amount you owe to the School.** The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

## **6. Code of Conduct**

- (a) **Compliance with the Code of Conduct.** It is a condition of remaining at the School that you and your child comply with the Code of Conduct. In addition, you promise to ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the Code of Conduct).
- (b) **Monitoring your child's email communications, internet use and use of social media.** The School may, subject to applicable data protection and privacy legislation, monitor your child's email communication, internet use and use of social media. We may do this for various reasons, including ensuring compliance with the Code of Conduct or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

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

- (a) **The Head's discretion to suspend or exclude your child from the School.** The Head may 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) or attendance is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.
- (b) **The Head's discretion to require you to remove your child from the School.** Instead of expulsion or suspension, 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 where we have cancelled this contract under **Clause 14** below; 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. If this happens, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including if applicable, the deposit held by the School) will be refunded.

- (c) **What happens if your child is suspended, excluded or removed from School?**

(i) Should the Head exercise his or her right under either **Clause 7(a)** or **Clause 7(b)(i)** above you will not be entitled to any refund or remission of fees or supplemental charges due

(whether paid or payable) in or relating to the term in which your child is excluded or suspended and (save in the case of suspension) the deposit will be forfeited meaning that the School will retain the deposit. If you are required to remove your child from the School as a result of the Head exercising his or her discretion under **Clause 7(b)(ii)** then the deposit will be credited in the usual way (see **Clause 2 (c)**).

(ii) If your child is excluded or if you are required to remove your child from the School as a result of the Head exercising his or her discretion under **Clause 7(b)(ii)**, fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the expulsion/required removal will be refunded.

- (d) **Where you can find examples of offences punishable by suspension or expulsion.** The Behaviour Policy sets out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.
- (e) **Impact of exclusion or required removal on this contract.** Provided you have paid the School's final invoice, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.
- (f) **Your right to have disciplinary matters or decisions reviewed.** You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this **Clause 7** reviewed. Any such review shall be governed by the Complaints Procedure.

## **8. The School's Obligations**

- (a) **The period of your child's schooling.** Subject to these terms and conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of his or her preparatory schooling.
- (b) **The scope of our duty to exercise reasonable skill and care for your child's education and welfare** While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of School staff.
- (c) **Consent to participation in contact sports and similar activities.** Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury. 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 and in accordance with our safeguarding and/or safer restraint policy, including in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child) or to offer necessary support or as part of curriculum delivery.
- (d) **What happens if your child needs urgent medical attention?** If your child requires urgent medical attention while under the School's care, we will if practicable, try to obtain your prior consent. However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion) unless you have previously notified us in writing you object to blood transfusions.
- (e) **Our right to make changes at the School.** Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. 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 the School premises).

- (f) **We will give you notice of significant changes.** We will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under **Clause 5 (a)**.
- (g) **Monitoring your child's progress at the School.** We will monitor your child's progress at the School and produce regular written reports. We will advise you if we have any concern about your child's progress but we do **not** undertake to diagnose dyslexia or other conditions. A formal assessment can be arranged either by you or by the School at your expense.
- (h) **Religious observance.** Religious observance at the School shall be conducted in accordance with the School's Spiritual, Moral, Social & Cultural (SMSC) Policy.

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

- (a) **We require your co-operation.** In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.

- (b) **Examples of the co-operation and assistance we require.** In addition to your other obligations included elsewhere in these terms and conditions (including in the remainder of this **Clause 9**), you must co-operate with the School and School staff in good faith, including by:

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

- (ii) encouraging your child in his/her studies and giving appropriate support at home;

- (iii) keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);

- (iv) ensuring that all details or other information notified or otherwise disclosed to the School about you and /or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;

- (v) providing co-operation and assistance to the School so that your child can participate in, and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and

- (vi) attending meetings and keeping in touch with the School where your child's interests so require.

- (c) **You must notify us of your child's health/medical conditions or special educational needs.** It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child. You must inform the School of any health or medical condition, additional educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same.

- (d) **Circumstances where we may require you to keep your child away from School.** If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing education to your child remotely during such period (including, for example, by sending you /your child work assignments electronically or by post).
- (e) **You must notify us of any special arrangements needed for your child.** You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.
- (f) **You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them.** You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and /or (iii) the payment of fees and/or supplemental charges. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).
- (g) **We require you to nominate a 'responsible adult' for us to contact in your absence.** It is a condition of your child's joining and remaining at the School that you will nominate 'a responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the School is not able to contact you.
- (h) **If your child is transferring from another school.** You undertake to provide us with a full picture of the prior attainment of your child if transferring from another school as well as copies of any reports provided by any educational or health care professional who has assessed your child.
- (i) **We are entitled to expect that parents have consulted with each other regarding decisions relating to your child.** You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under **Clause 9(j)** below, you (and each of you) accept that the School is entitled to treat:
- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- (ii) any communication from the School to one of you as having been given to both of you.

**PLEASE READ THIS NEXT SECTION CAREFULLY**

*- it sets out who needs to sign a notice of withdrawal of your child .*

- (j) **We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract (i.e. under any of Clause 3a, Clause 4 (c) (iii), Clause 4 (f), Clause 5(a) or Clause 5 (c), 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).**

- (k) **You must notify us of your child's absence from School.** The Head must be informed in writing of any reason for your child's absence from School as soon as is reasonably practicable and no longer than 24 hours following the start of any absence. Wherever possible the School's prior consent should be sought for absence from the School.
- (l) **Parents must notify us if they will be absent for a period of time.** If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than 1 school day then 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.
- (m) **Raising concerns with the School and making formal complaints.** If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the School's Complaints Procedure, a copy of which is available on the website or from the School at any time upon request.
10. **Insurance**  
**Your responsibility to make your own insurance arrangements.** You must make your own insurance arrangements if you require cover for your child's person or property while at School or for the payment of fees due to absence of your child or closure of the School premises. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

**PLEASE READ THIS NEXT SECTION CAREFULLY**

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

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

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

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

(iv) publicising the School's activities; and

(v) communicating with the school community and the body of former pupils.

(vi) third party software used for teaching, learning, interventions, screening and assessment contains data about your child. The privacy policies, data relation, hosting and security arrangements for such providers will have been scrutinised by the school. Data stored will include the name and school email address of your child and may also require date of birth. Some of the personalised software tracks performance, provides feedback and collects assessment data.

(ii) promoting the School to prospective pupils/parents;

(iii) publicising the School's activities; and

(iv) communicating with the school community and the body of former pupils.

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

(c) **You are required to update us of changes to information held, or in circumstances relating to you and /or your child.** You must:

(i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and

(ii) inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

(d) **We will send information (e.g. 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 the child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998 (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 25<sup>th</sup> May 2018 the General Data Protection Regulation) and other related legislation. We will process such personal data:

(i) as set out in this **Clause 11**, and in the School's 'Data Protection Policy & Privacy Notice' which is available on the School's website as may be amended from time to time;

(ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

(iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

(iv) you consent to allow us to disclose details of your child's medical condition when it is in the interests of pupils to do so for example for medical advice, insurance purposes or to organisers of trips and relevant staff.

(v) you consent to allow the School to publish results of public examinations or other achievements of your child.

12. **Intellectual Property Rights**

**Recognising those rights.** We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

13. **Changes in Ownership etc.**

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

**PLEASE READ THIS NEXT SECTION CAREFULLY**

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

14. **Ending this Contract**

(a) **Our rights to end the contract.** The School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid, to you, if:

(i) You do not make a payment to us when it is due and you still do not make payment within 14 days of us reminding you that such payment is due;

(ii) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not);

(iii) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child.

(iv) you (or either of you):

(aa) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges as they fall due under this contract;

(bb) are otherwise unable to pay your debts as they fall due;

(cc) are the subject of a bankruptcy petition or order; or

(dd) you enter into an individual voluntary arrangement; or

(v) you otherwise do not comply with (i.e. you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong, or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

(b) **Your rights to end the contract.** You may end this contract at any time by notice in writing to the School if;

(i) you have a legal right to end the contract because of something we have done wrong; or

(ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

(c) **When this contract will end if not terminated early.** For the avoidance of doubt, and without

us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or the end of your child's schooling, whichever is the later.

- (d) ***Ending this contract will not affect any accrued rights.*** Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.

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

- (a) ***What we mean by an "event outside of our/your control".*** We mean any event beyond either your or our reasonable control including by way of example and 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. In the remainder of this Clause 15 we shall refer to these as an 'event'.
- (b) ***What happens if we are affected by an event outside of our control?*** If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, and subject to **Clause 15(c)**, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (Including by providing appropriate educational services remotely).
- (c) ***Circumstances in which we may refund fees to you.*** If the School is wholly unable to perform its obligations under this contract for one of the reasons listed in the appendix to the Schedule of Fees for a continuous period of more than 14 consecutive days, you shall not be required 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 paid by you to the School on the date when the School resumes performance of its obligations under this contract.
- (d) ***Events lasting more than 6 months.*** If the School is prevented from performance of all of its obligations as a result of an event for a continuous period of more than 6 months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- (e) ***What happens if your child is affected by an event outside of your control?*** Subject to **Clause 4(g)**, if your child is unable to attend (or is likely not to be able to attend) the School due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- (i) you shall, in consultation and co-operation with the School, do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations

under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

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

(iii) if the event continues to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than 6 months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

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

(a) **Notices must be in writing.** When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

(b) **We will use the contact details held by the School to contact you.** Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**

(c) **How to provide written notice to the School.** Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:

(i) delivered by hand to the School;

(ii) sent by email to the School using this email address: [jthornton@stmichaels.kent.sch.uk](mailto:jthornton@stmichaels.kent.sch.uk)

(iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or

(iv) otherwise sent to the School's address by first or second class post.

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

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

(a) **The law that applies to this contract.** The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.

(b) **Rights in relation to the enforcement of this contract.** If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

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

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

send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

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



**I/We have read and understood the above terms and conditions and agree that I/We and our child shall observe and be bound by them.**

**Name of Child:**   
*Please print full name*

**Year Group Entering:**

**Signed by:**

**Signed by:**

**Print Full Name:**

**Print Full Name:**

**Date**

**Date**

**Relationship to child**

**Relationship to child**

**Address**

**Address**

**Please return the signed copy to:  
Mrs J Thornton  
Director of Admissions & Marketing  
St Michael's Prep School  
Otford Court  
Row Dow  
Otford  
Kent  
TN14 5RY**