



# DURSTON HOUSE

## Parent Contract

*(with effect from April 2023)*

# DURSTON HOUSE SCHOOL EDUCATIONAL TRUST LIMITED

12 Castlebar Road Ealing W5 2DR

## Terms and Conditions

### What these terms cover

These are the terms and conditions on which the School provides educational services.

### Why you should read them

Please read these terms carefully before you accept the School's offer of a place at the School for the pupil. These terms tell you what the School is 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 the School's 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 explained to you, then please contact the Headmaster or Bursar [info@durstonhouse.org](mailto:info@durstonhouse.org) or 0208 991 6530 to discuss.

## 1. Definition

### 1.1 Meanings of some words and phrases the School uses in these terms and conditions

In these terms and conditions some words and phrases have particular meanings 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;
- "**Complaints Procedure**" means 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 a parent and the School. A copy of the most up-to-date procedure is on the School's website [www.durstonhouse.org](http://www.durstonhouse.org) and available from the School at any time upon request;
- "**contract**" has the meaning given in Clause 1.3 below;
- "**extras**" means costs for which the Parents are responsible which are not covered by tuition fees but are reasonably incurred by the School on behalf of the pupil, his/her education, or specifically authorised by the parents;
- "**fees**" means the termly fees set out in the Schedule of Fees;
- "**Headmaster**" is the person appointed by the Governing Body to be the Headmaster of the School who is responsible for the pupil's education, welfare and discipline whilst in the care of the School and includes anyone to whom the Headmaster or the Governing Body have responsibly delegated any of their powers or duties;
- "**pupil**" is the child named on the Acceptance Form for whose education the Parents have contracted with the School;
- "**Schedule of Fees**" means the published note of the School's prevailing fees notified to you from time to time and a copy of which remains available on the School's website and from the School at any time upon request;
- "**School Rules**" means the body of 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;
- "**term**" means a term of the School as notified to parents from time to time;
- "**a term's notice**" means **written** notice given not later than the first day of the term *before* the term to which the notice relates;
- "**terms and conditions**" means these terms and conditions as may be amended from time to time;
- the "**School**" means the legal entity carrying on as the School as identified in Clause 1.2 below; and
- "**you**" or the "**parents**" means each person who has signed the Acceptance Form as a parent or guardian of the pupil, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form.

In these terms and conditions the School sometimes provides illustrative examples to try and provide a better understanding of what the School is referring to. The School does this by using the words "**for example**", "**includes**" or "**including**". When the School does use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question. The School also uses headings to introduce separate provisions. These headings are for ease of understanding only.

## 1.2 What the School is

The School is Durston House School Educational Trust Ltd, a company registered in England and Wales. The School's company registration number is 1947995 and the registered office is at 12-14 Castlebar Road, Ealing, London W5 2DR.

## 1.3 The School's contract with you

The **Acceptance Form**, the **Schedule of Fees**, the **School Rules** and these **terms and conditions** (as in each case may be varied from time to time) form the terms of an agreement (the "**contract**") between you and the School. It is not intended that the terms of this contract shall be enforceable by the pupil or by any other third party.

## 2. Acceptance Fee

### 2.1 How you accept the School's offer of a place

An offer of a place for the pupil at the School is accepted by your submitting the completed Acceptance Form and paying the Acceptance Fee.

### 2.2 The non-refundable status of the Acceptance Fee

The Acceptance Fee is **not refundable** if the pupil does not take up a place at the School. The limited exception to this is if the pupil has been accepted for a place in the Pre-School or Reception year. In such a case the Acceptance Fee is refundable if a pupil is withdrawn because the family is moving more than 25 miles from the School or both parents are no longer in employment and at least one parent is receiving unemployment benefit. Any refund would be subject to the receipt of documentary evidence provided to support the withdrawal.

### 2.3 How the School uses the Acceptance Fee

The Acceptance Fee will form part of the general funds of the School until it is repaid, without interest, after the end of the pupil's final term, net of any Extras or outstanding balances, unless the pupil has been permanently excluded.

### 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** the pupil 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 the School is less likely to fill the place. This is why the School requires the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether the School receives that period of notice or not.*

## 3 Withdrawing your Acceptance of a Place before the pupil joins the School

### 3.1 The period of notice the School requires

If you wish to withdraw your acceptance of a place **before** the pupil starts at the School you **must** give the School written notice before the first day of the term immediately preceding the term in which the pupil was due to start. This means that if, for example, the pupil is due to start at the School in September at the start of an academic year then you would need to inform the School in writing that you wish to withdraw your acceptance of a place on or before the first day of the preceding summer term (ie, the final term of the previous academic year).

### 3.2 If that period of notice is received

If you provide that period of notice, you will lose the Acceptance Fee (subject to repayment under Clause 2.2 above) but no further fees will be payable.

### 3.3 If that period of notice is not received

If you do not provide the School with notice before the first day of the term immediately preceding the term in which the pupil was due to start (or if no notice is provided 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 will be charged at the rate applicable for the term immediately preceding the term when the pupil was due to start. The School will credit the Acceptance Fee you have paid (without interest) to the payment of the term's fees you will owe the School. Where applicable, such fees will be reduced to take account of any bursary awarded to you.

## 4. School Fees, Extras and Registration and Assessment Fees

### 4.1 What the fees include

Unless otherwise notified to you by the School at any time either in the Schedule of Fees or otherwise, the fees include all the costs incurred in the usual course of the education by the School of the pupil, including the provision of any necessary educational materials, personal accident and dental insurance cover and the annual residential trip for pupils in Years 4-8.

### 4.2 What the fees do not include (extras)

The School refers to any items charged to you that are in addition to the fees (that is, items that are payable by you to the School in addition to the fees) as **extras**. By way of example, any extra-curricular activities (for example: outings, holiday sports sessions and the cost of Common Entrance examination fees) in which you agree in advance the pupil may participate will be in addition to items met by the fees and charged for accordingly. Additional charges incurred by the School in providing for the special educational needs of the pupil may also be charged separately. Lunches, After School Care and Breakfast Club are all charged as extras.

### 4.3 Registration and Assessment Fees

The registration fee and, where appropriate, assessment fee, are not returnable. Payment of the registration fee or assessment fee does not entitle the Parents to the offer of a place. The Headmaster will have sole discretion in offering a place. In deciding whether to offer a place the Headmaster will have regard to the best interests of the School and other pupils as well as of the candidate, and will only discuss his reasons with the parents if in his opinion that would be helpful.

**PLEASE READ THIS NEXT SECTION CAREFULLY**  
*It deals with your responsibility to pay the fees and extras.*

**5 Payment of Fees and Extras**

**5.1 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 extras due are paid to the School. This is because the School's contract applies to both of you together and each of you on your own. Each of you remains liable to the School for all the fees and extras 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 extras. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and extras owing to the School are paid. In practice this means that if fees or extras 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.

**5.2 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.

**5.3 How bursary awards are treated?**

If the pupil has been awarded a bursary, your responsibility will be to pay for the amount of fees and extras due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Headmaster, the pupil's attendance, progress and/or behaviour no longer merit 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 Headmaster that an award may be withdrawn from the pupil, you will be notified in advance. If within fourteen (14) days following the withdrawal of a bursary the pupil 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 the pupil at the School.

**5.4 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**. 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 5.1 above). The fees must be paid in full by direct debit (unless otherwise agreed in writing by the School) on or before the first day of the term to which the invoice relates. **The School may not allow the pupil to attend the School if you do not pay on time.**

**5.5 Monthly Payments Plan**

For parents wishing to pay by monthly instalments the School operates a monthly payments scheme at no cost. The parents will pay the fees for each term in four monthly instalments by direct debit on the 1st of each month (unless otherwise agreed in writing by the School), commencing on the 1st July prior to the beginning of the school year. If any instalment is not received on time, the School has the right to cancel the arrangement, which will cease automatically in the event of a default for thirty days or more. The full amount of fees then due becomes payable forthwith and the School will levy the late payment charge if applicable.

**5.6 Payment of extras**

All extras for each term will be included in the School's fees invoice. All such extras must be paid in accordance with the arrangements set out in Clause 5.4 above.

**PLEASE READ THIS NEXT SECTION CAREFULLY**

*It sets out what rights the School has, and what action the School may take, if fees and/or extras are not paid in accordance with these terms and conditions.*

**5.7 Non-payment of fees: refusal to attend school**

The School may refuse to allow the pupil to attend the School or to withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.

**5.8 Non-payment of extras: refusal to participate in the relevant activity**

The School may refuse to allow the pupil to participate in the relevant extra-curricular activity, or sit the relevant examination(s), while the applicable extras charge for that activity or examination(s) remains unpaid.

**5.9 The School can charge interest if you pay late**

If you do not make any payment to the School by the due date for payment (see Clauses 5.4 and 5.6 above), the School may charge interest to you on the overdue amount at the rate of 1.5% monthly. 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 the School obtains a court judgment against you. You must pay the School the interest together with the overdue amount.

**5.10 Without prejudice to its other rights, the School reserves the right to take a legal charge over a parent's property if a debt to the School remains above £10,000 for more than one term. The parent undertakes to give such assistance and information as the School reasonably requires to secure such charge.**

**5.11 The School can recover its costs for recovering late or non-payments**

You will be responsible for paying the costs the School incurs in recovering, or attempting to recover, any unpaid fees or extras from you (including reasonable legal costs being costs that would be allowable by the courts if judgment was made in the School's favour).

**5.12 The School can notify other educational institutions of your outstanding payments**

The School may inform any other school or educational establishment to which you propose to send the pupil of any outstanding fees or extras.

**PLEASE READ THIS NEXT SECTION CAREFULLY**

*It sets the School's right to increase the fees during the course of the pupil's time at the School.*

**5.13 The School's ability to increase the fees**

The School will review the School's fees during the course of the pupil'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 the pupil 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 6.1 below.

**5.14 Fees and extras will not be reduced owing to the pupil's absence**

Fees and any agreed extras will not normally be reduced or refunded as a result of absence owing to illness or otherwise.

**PLEASE READ THIS NEXT SECTION CAREFULLY**

*It sets out what period of notice the School requires from you if you wish to withdraw the pupil from the School or remove the pupil from participating in an activity for which there is a charge. Owing to the termly organisation and allocation of resources the School will charge you if you do not provide the School with the required period of notice to cover the School's losses. In such circumstances the School requires you to pay us a sum equivalent to the fees and/or extras charge you would have paid had the required period of notice been given – the School refers to the relevant sum as "Fees in Lieu of Notice".*

**6 Notice Requirements**

**6.1 Notice to withdraw the pupil from the School**

If you wish to withdraw the pupil from the School (other than at the normal leaving date), you must either give a clear term's notice to that effect 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 the pupil with effect from the start of the autumn term (ie, at the start of an academic year) then you would need to tell the School in writing that you wish to withdraw the pupil on or before the first day of the preceding summer term (ie, the final term of the preceding academic year).

**6.2 When the relevant amount in Lieu of Notice must be paid**

In cases under 6.1 above, the appropriate sum in Lieu of Notice will become payable by you to us as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

**6.3 Notice to withdraw the pupil from participating in an activity covered by an extra charge**

If you wish to withdraw the pupil from an activity charged for as an extra, you must either give a term's notice to that effect or pay to the School as a debt a term's charges for the activity in which the pupil has ceased to participate.

**6.4 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 extras charges due, or to obtain a refund of fees or extras, by withdrawing the pupil or by the pupil's ceasing to participate in an activity part-way through a term.

**6.5 Exceptional Circumstances**

Save in exceptional circumstances, where the parents decide to withdraw a pupil from the School earlier than the end of the final academic year, i.e. Year 8 when they are aged 13, they will give the School a full term's notice in writing or pay a term's Fees in Lieu, whether or not the place can be filled. The parents may appeal in writing to the Chairman of the Governors if they consider that the circumstances warrant relief from this obligation. Exceptional circumstances will not include transfer of the pupil to another school, whether or not because of disappointment over his/her progress or because the parents believe that another school can better meet his/her educational needs; nor family relocation, even if forced at short notice by the parents' employer; nor business reverses which result in the parents no longer being able to afford the fees. Because the School's costs are discharged from fees paid, and will continue to accrue irrespective of whether an individual pupil is present or absent, the Governors and other parents expect the School to insist on its rights as a creditor, including the payment of Fees in Lieu of Notice, in order to secure its educational provision for the pupils generally against sudden loss of income, and to protect those who pay in full and on time from increases caused by the defaults of others.

**6.6 Provisional Notice**

The School may at the Headmaster's discretion allow provisional notice, which for any purpose is valid only for the term in which it is properly given and accepted in writing by the School, provided that written confirmation of withdrawal reaches the School by Half Term, otherwise the full fees for the following term will become payable in Lieu of Notice.

## **7 School Rules**

7.1 The School Rules are contained in a range of documents; the Behaviour Policy, the Code of Behaviour, the Work Policy, the Anti-Bullying Policy, Pupils Acceptable Use of the Internet and Digital Technology Policy, and the Uniform Policy. Copies of these policies can be found on the School's website [www.durstonhouse.org](http://www.durstonhouse.org). Parents will be notified of subsequent changes to the School Rules.

### **7.2 Compliance with the School Rules**

It is a condition of remaining at the School that you and the pupil comply with the School Rules. In addition, you promise to ensure that the pupil attends School punctually and that the pupil conforms to any rules of appearance, dress and behaviour as the School may issue (if not already included within the School Rules).

### **7.3 Monitoring the pupil's email communications, internet use, and use of social media**

The School may, subject to applicable data protection legislation, monitor the pupil's email communication, internet use, and use of social media. The School may do this for various reasons, including ensuring compliance with the School Rules 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.

## **8. Temporary Exclusion, Permanent Exclusion and Removal**

8.1 The parents acknowledge the Headmaster's right and duty to exclude a pupil temporarily or permanently, without notice if he shall consider it necessary in the circumstances, where he considers that the pupil's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of the pupil or other pupils, or their presence in School is detrimental to themselves, or if fees or extras have not been paid in cleared funds when due, or if the parents are in breach of this Contract in any other respect.

8.2 If temporary exclusion is because the parents owe the School money, they will be deemed to have withdrawn the pupil without notice unless their account is cleared within 28 days from the date of exclusion, in which case a Term's Fees in Lieu of Notice will be added to their liability. The School may withhold information or property while fees are unpaid.

8.3 If the pupil is temporarily or permanently excluded, the parents will be responsible for removing the pupil from the School as directed by the Headmaster, and no fees paid will be refunded, including the acceptance fee, and any outstanding fees will continue to be immediately payable.

8.4 If the pupil is excluded temporarily, the Headmaster will as soon as practicable explain the circumstances to the parents and advise them whether the pupil is to be re-admitted (and, if so, on what conditions) or permanently excluded. The Headmaster's decision to exclude temporarily or permanently will be final and the parents acknowledge that certain information that may have contributed to the decision may be confidential and may not, therefore, be disclosed to them.

### **8.5 The Headmaster's discretion to require you to remove the pupil from the School**

Instead of exclusion, the Headmaster may in his discretion require you to remove the pupil from the School if he 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 affect adversely) the pupil's or other pupil's progress at the School, or the wellbeing 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 the School has cancelled this contract under Clause 18 below;
- (ii) **the pupil's** attendance or progress is unsatisfactory and, in the reasonable opinion of the Headmaster, the removal is in the School's best interests and/or those of the pupil or other pupils. 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 Acceptance Fee held by the School) will be refunded.

### **8.6 What happens if the pupil is suspended, excluded or removed from the School**

(i) Should the Headmaster exercise his right under either Clause 8.1 or Clause 8.3 above you will not be entitled to any refund or remission of fees or extras due (whether paid or payable) in or relating to the term in which the pupil is excluded or suspended and (save in the case of suspension) the Acceptance Fee will be forfeited meaning that the School will retain the Acceptance Fee. If you are required to remove the pupil from the School as a result of the Headmaster exercising his discretion under Clause 8.5 (ii) then the Acceptance Fee will be credited in the usual way (see Clause 2.3)

(ii) If the pupil is excluded or you are required to remove the pupil from the School, Fees in Lieu of Notice will not be payable and any fees and/or extras charges that have been prepaid for or relating to any term after the expulsion/required removal will be refunded.

### **8.7 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 the pupil is excluded or if you are required to remove the pupil from the School.

### **8.8 Your right of appeal to a permanent exclusion**

You are entitled to have a permanent exclusion decision taken by the Headmaster under this Clause 8 reviewed. Any such review shall be governed by the Complaints Procedure.

## **9 The School's Obligations**

### **9.1 The period of the pupil's schooling**

Subject to these terms and conditions, the School will accept the pupil as a pupil of the School from the time of joining the School until the end of his/her preparatory schooling.

- 9.2 **Term Dates**  
The School will normally publish dates of Terms at least one year in advance.
- 9.3 **The scope of the School's duty to exercise reasonable skill and care for the pupil's education and welfare**  
While the pupil remains a pupil of the School, the School will exercise reasonable skill and care in respect of his/her education and welfare. This obligation will apply during school hours and at other times when the pupil is permitted to be on School premises or is participating in activities organised by the School. The School cannot accept any responsibility for the welfare of the pupil while off the School premises unless he/she is taking part in a school activity or otherwise under the supervision of a member of School staff.
- 9.4 **Contact sports and similar activities**  
Contact sports are part of the School curriculum. Accordingly, you consent to the pupil participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- 9.5 **What happens if the pupil needs urgent medical attention?**  
If the pupil requires urgent medical attention while under the School's care, the School will if practicable try to obtain your prior consent. However, if it is not practicable to contact you the School will act *in loco parentis* and make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion [unless you have previously notified us you object to blood transfusions]).
- 9.6 **The School's right to make changes at the School**  
The School's website describes the broad principles on which the School is presently run. 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 the pupil (including by providing such education remotely [whilst the pupil remains at home, for example, where the School is required to close the School premises]).
- 9.7 **The School will give you notice of significant changes**  
The School will give you notice of any changes that they regard as significant to the pupil'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 the pupil 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 6.1 above.
- 9.8 **Monitoring the pupil's progress at the School**  
The School will monitor the pupil's progress at the School and produce regular written reports. They will advise you if they have any concern about the pupil's progress but they do not undertake to diagnose dyslexia or other conditions. An independent formal assessment can be arranged either by you or by the School at your expense (See Clause 4.2).
- 9.9 **Circumstances where the School may require you to keep the pupil away from School**  
If the School so requires owing to a health risk either presented by the pupil to others or presented to the pupil by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep the pupil at home and not permit them to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances the School will try to continue providing education to the pupil remotely during such period (including, for example, by sending you/the pupil work assignments electronically, via the Virtual Learning Environment [VLE] or by post).
- 9.10 **Christian Ethos**  
The parents accept that the School regards its non-denominational Christian ethos as integral, within the context of a multi-cultural clientele and a programme of religious studies that gives appropriate attention to other major world faiths, and will support the School in requiring pupils' attendance and participation in assemblies and lessons that may have a Christian content.
- 9.11 **Health and Safety**  
The School's Health and Safety Policy is available on request from the School or on the School website: [www.durstonhouse.org](http://www.durstonhouse.org)
- 9.12 **First Aid**  
The School will provide First Aid for the pupil, subject to specific notification otherwise from the parents, if they are injured or feel unwell during the School day; but if the pupil is considered too ill to continue, or if the Headmaster considers it is in the best interests of the pupil or of others, then the School may require the parent to collect them as soon as practicable.
- 10 Transfer to Senior Schools**
- 10.1 The School and the parents share the ambition that the pupil will secure a place at the senior school where they are most likely to thrive, and will work together to identify that school and encourage and support them to that end.
- 10.2 The parents will decide at which senior school(s) to register the pupil as a candidate, but they undertake to keep the Headmaster fully informed and he (the Headmaster) is always ready to provide advice or information on request where he is able to do so.
- 10.3 Where the Headmaster doubts the wisdom of the parents' choice, or fears that the pupil may not be able to qualify for entry to the chosen school, he will consult the parents and make recommendations, but the School can never guarantee the pupil's success and the Headmaster's recommendations do not form part of this Contract.
- 10.4 Where the Headmaster advises that the pupil is uncertain of winning a place at the chosen senior school, he may still support entering him or her, but the parents are responsible for arranging an alternative school in case of failure.

- 10.5 The Headmaster may advise about entry procedures at senior independent schools, particularly where these clash with arrangements at other schools or require the study of particular subjects or the attainment of specified standards, but his advice, though offered in good faith, does not form part of this Contract and cannot be guaranteed. The parents should check all such information directly with the senior school.
- 10.6 The Headmaster has sole discretion to determine whether the pupil should be prepared or entered for any competitive Scholarship examination.
- 10.7 The School will make every effort to prepare the pupil to meet the specific requirements of a senior independent school for entry at the age of 13-plus and 11-plus but will not normally provide specific preparation for entrance examinations leading to transfer at an earlier age.

## **11 Learning Support**

- 11.1 Within the limitations of its staffing and premises and subject to its Special Educational Needs and Disability Policy, which is available on the School's website, the School will make every effort to identify as early as possible and meet as fully as practicable any special educational needs the pupil may have.
- 11.2 The parents accept that learning support is generally provided within the context of normal classes and it is entirely at the School's discretion whether or not to arrange individual tuition for the pupil by the staff of the School or to recommend referral to any independent expert.
- 11.3 The parents may decide to have the pupil assessed by an independent expert at their own cost but undertake to keep the School fully informed, and to raise any concerns with the School before seeking outside help.
- 11.4 Such referrals, whether or not suggested by the School, are not part of this Contract.

## **12 The Parents' Obligations**

### **12.1 The School requires the parents' co-operation**

In order to fulfil its obligations under this contract and to maintain a constructive and good faith relationship with you, the School, the Headmaster and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.

### **12.2 Examples of the co-operation and assistance required**

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 the pupil in his/her studies, and giving appropriate support at home;
- (iii) ensuring that all contact details or other information notified or otherwise disclosed to the School about you and/or the pupil are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
- (iv) keeping the School up-to-date and informed of any events, circumstances or changes at home which affect or may affect the pupil, such as injury, illness, family breakdown or bereavement that may adversely affect the pupil's School performance or make it hard for him/her to cope with the normal demands of School life (including circumstances which arise at any time that affect or may affect your ability to pay the fees and extras for the pupil);
- (v) ensuring that the pupil always attends School properly equipped, cleanly and tidily turned out, wearing correct uniform, having completed any preps or project assignments due and monitoring the pupil's prep book, signing it daily, and writing in it any necessary and helpful messages to the School;
- (vi) notifying the School whenever the pupil is unfit to participate in any scheduled physical or sporting activity, and authorise the School in the absence of such notification to assume that the pupil is fit;
- (vii) providing cooperation and assistance to the School so that the pupil can participate in, and benefit from, the School's provision of education (including where the School may wish/need to provide such education remotely);
- (viii) supporting the School by insisting on the pupil's attendance at events in the School calendar that fall outside routine School hours: for example School concerts, sports days, sports fixtures, prize days and field study expeditions;
- (ix) accepting that in the best interests of the pupil and others the School will determine what educational policy and practice with regard to drugs, health and sex is appropriate;
- (x) ensuring that the pupil brings to the School only such property as he properly needs at School;
- (xi) contacting the School if the pupil appears unhappy or complains about his/her treatment, whether by a member of staff or fellow pupil; to report and assist in putting a stop to any kind of bullying of which they become aware, particularly if the pupil is involved, whether as victim or perpetrator; to support the authority of the Headmaster and the School, and to insist that the pupil obeys the School code of conduct and gives the staff proper respect; and
- (xii) attending meetings and keeping in touch with the School where the pupil's interests so require.

### **12.3 Parents must notify the School of the pupil's absence from School.**

The Headmaster, via the appropriate School office, must be informed as soon as possible in writing of any reason for the pupil's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

### **12.4 Parents must notify the School if they will be absent for a period of time**

Whenever the parents are to be out of reach of the School, for example when absent abroad, they undertake to notify the School of the arrangements made for collection and care of the pupil, and of all emergency contact phone numbers.



## 12.5 Holidays

The parents agree to give first priority to all School commitments during Term time and not to arrange holidays that will conflict. The School recognises that occasionally absence for reasons other than sickness is unavoidable, but the parents agree always to consult the School before committing themselves to any such absence and to obtain the Headmaster's prior consent. The Headmaster may withhold consent, particularly if he considers that the absence will be detrimental to others besides the pupil.

## 12.6 Travel to and from School

The parents will be responsible for the safe delivery, collection and transport of the pupil to and from School, and for the pupil's conduct before and after School, but nonetheless the School may discipline the pupil for misconduct anywhere whilst in School uniform, whether or not the parents are present.

12.7 Where the parents permit the pupil to travel to and from School unaccompanied, they will first notify the School in writing and the pupil will wear School uniform and be subject to School rules and discipline whilst in transit.

12.8 Where the pupil is delivered to School early, the parents remain responsible for him/her until the School doors open and the pupil is admitted.

12.9 Where the pupil is collected late, the School will continue to care for him/her and the parents will pay the rate fixed from time to time, but if the pupil remains uncollected after 6.00 p.m. and the School is unable to contact the parents or a responsible adult nominated by the parents, then the Headmaster will have the right to notify the Police.

## 12.10 You must notify the School of the pupil's health/medical conditions or special educational needs

It is a condition of the pupil joining and remaining at the School that you complete and submit to the School the Pupil Confidential Information Form in respect of the pupil. You must inform the School of any health or medical condition, special educational need(s), disability or allergy that the pupil has or subsequently develops, whether long-term or short-term, including any infections. You must also provide the School, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same.

## 12.11 You must notify the School of any special arrangements needed for the pupil

You must inform the School of any situations where special arrangements may be needed for the pupil, including for their education or welfare.

## 12.12 You must notify the School of any court orders that relate to, or that may impact upon, the provision of education to the pupil, and provide the School with copies of them

You must inform the School if, at any time prior to or during the pupil'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) the pupil's attendance at the School (including its premises) and/or the School's provision of education to the pupil. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) the pupil's living and/or contact arrangements; (ii) the pupil's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or extras 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).

## 12.13 The School is entitled to expect that parents have consulted with each other regarding decisions relating to the pupil

You (and each of you as the holders of parental responsibility for the pupil) acknowledge and agree that, prior to and during the pupil's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding the pupil are concerned. Accordingly, except under Clause 12.14 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 the pupil.*

## 12.14 Notices of Withdrawal

The School is entitled to require that notices of withdrawal must be signed by both parents unless only one parent has signed the Acceptance Form when just that parent's signature is required. A notice of withdrawal of the pupil served under this contract (ie, under any of Clauses 3.1 and 6.) must be in writing and signed by each of you as the holders of parental responsibility for the pupil (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility, for the pupil have signed such notice).

## 12.15 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 the pupil you must inform the School without undue delay. Specific complaints, rather than more general concerns, should be made in accordance with the Complaints Policy and Procedures. A copy of the most up-to-date version of the Complaints Policy and Procedures is on the School's website and is otherwise available from the School at any time upon request.

## 13 Insurance

13.1 The School undertakes to maintain those insurances prescribed by law.

13.2 The parents authorise the School to take the pupil on such expeditions and excursions whether on foot or by road or rail as form part of the ordinary curricular or extracurricular programme of the School and are covered by the tuition fees. The School will insure against such risks as may be reasonably anticipated in the course of all such normal School activities whether at the School premises or elsewhere. The School will notify the parents in advance of any activity, expedition or event which is likely to involve unusual risk.

- 13.3 All pupils are included in a personal accident insurance and dental scheme, the charge for which is included in the fees.
- 13.4 The School will make all reasonable endeavours to recover lost or mislaid property and clothing but this is impossible unless each item is clearly marked with the pupil's name. Marking property is the responsibility of the parents.
- 13.5 The parents are responsible for making their own arrangements if they require cover for the pupil or the pupil's property while at School or for the payment of fees due to absence of the pupil.
- 14 Liability**
- 14.1 Subject to 12.2(x) above, the School will not accept liability and the Parents will be responsible for any loss, damage or injury caused by or to any property, including money and electrical apparatus, brought to the School by the pupil which is not properly necessary or appropriate for use in School.
- 14.2 The parents will be responsible for any damage or injury deliberately caused by the pupil.
- 14.3 The School will not accept liability for injury suffered by the parents or the pupil nor will it accept liability for loss or damage to property of the parents or the pupil unless caused by the School's negligence.
- 14.4 The parents will be jointly and severally liable financially to the School and this liability will include any financial consequences of decisions or actions taken by any one of the parents.

**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. In most cases, it will not in fact always be necessary or practical for the School to obtain consent for every use the School makes of personal data of you or the pupil. The law recognises this but also requires that the School sets out clearly what these uses are as far as possible. Please note the School's Privacy Notice which accompanies these terms and conditions and is available on the School's website, for further information relating to the way that the School processes personal data.*

**15 Data Protection. How the School may use Personal Information**

**15.1 The School will need to use information relating to the pupil for certain purposes connected with the running of the School.**

This will include name, contact details, school records, photographs and video recordings ("images"), both whilst the pupil is at the School and after he/she has left, for the purposes of:

- (i) managing relationships between the School and current pupils/parents and fulfilling its obligations under the contract with you;
- (ii) promoting the School to prospective pupils/parents;
- (iii) publicising the School's activities; and
- (iv) communicating with the school community and the Old Durstonians' Association.

In respect of (ii), (iii) and (iv), this includes use of such information in a range of formats including (but not limited to) brochures, displays, newspaper articles, advertising, websites and social media (including, but not limited to Facebook and Twitter). If you wish to request that your child/ren do not appear in external publications or online you will be given the opportunity to do so when completing the Pupil Confidential Information Form when they start at the School. However, please be aware that where class or group images are used it may be impossible to comply with this request. The School endeavours to ensure a pupil is not identified by name unless permission is granted from parents for a specific instance.

**15.2 The School may provide a reference for the pupil**

The School may supply information and a reference in respect of the pupil to any educational institution which you propose the pupil may attend. Any reference supplied by us will be confidential. The School will take care to ensure that all information that is supplied relating to the pupil is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, the School cannot be responsible for any loss you are or the pupil is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by the School.

**15.3 You are required to inform the School of changes to information held, or circumstances relating to, you and/or the pupil**

You must:

- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or the pupil that is held by the School; and
- (ii) inform the School of any change to you or the pupil's circumstances (including, where applicable, in connection with the pupil's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or the pupil that has previously been notified to the School, including relevant contact details.
- (iii) The School will send information (eg, school reports) about the pupil to both of you as a matter of course. You agree that those persons who have parental responsibility for the pupil are entitled to receive certain information about the pupil from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School will 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 2018 [as amended or superseded]).

**(iv) Data Protection Law**

The School will handle personal data about you and the pupil in accordance with the Data Protection Act 2018, the General Data Protection Regulations 2018 and other related legislation. The School will handle such personal data:

- (i) as set out in this Clause 15, and in the School's attached '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.

## **16 Intellectual Property Rights**

16.1 The School will recognise any intellectual property rights created, generated or owned by or vested in the pupil.

## **17 Changes in Ownership, etc**

### **17.1 The circumstances in which the School 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 the School may transfer the undertaking of the School to another person or organisation. The School will notify you if the School plans to do this and the School will ensure that the transfer will not affect your rights under this contract. The School may transfer its 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 the School has, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of the pupil's schooling).*

## **18 Ending this Contract**

### **18.1 The School's 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 Acceptance Fee or fees paid to you, if:

- (i) you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
- (ii) you (or either of you) make a serious misrepresentation of facts or circumstances to the School, or you (or either of you) withhold important information from the School, about you and/or the pupil or that is relevant to the provision of education by the School to the pupil (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or the pupil is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/the pupil is not);
- (iii) you fail or refuse to complete and submit to the School the Pupil Confidential Information Form in respect of the pupil;
- (iv) you (or either of you):
  - (a) are unable, following the School's request, to demonstrate that you will be able to pay the fees and extras charges due under this contract;
  - (b) are otherwise unable to pay your debts as they fall due;
  - (c) are the subject of a bankruptcy petition or order; or
  - (d) you enter into an individual voluntary arrangement; or
- (v) you otherwise do not comply with (ie, you breach) your obligations under this contract such that the School has a legal right to end the contract because of something you have done wrong or, in the Headmaster'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.

### **18.2 Your rights to end the contract**

You may end this contract at any time by notice in writing to the School in accordance with clauses 3.1 and/or 6.1 or if:

- (i) you have a legal right to end the contract because of something the School has done wrong; or
- (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

### **18.3 When this contract will end if not terminated early**

For the avoidance of doubt and without the School having to provide you with notice, this contract shall end on the settlement of the School's final invoice or the end of the pupil's schooling, whichever is later.

### **18.4 Ending the contract will not affect any accrued rights**

Once this contract ends, it will not affect any legal rights or obligations that either you or the School have that may already have arisen. After this contract ends, you and the School will keep these rights under general law.

### **18.5 Severability**

If any provision of this Contract (or part of any provision) is found by any court or other body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

## **19 Events outside the School's, or your, control**

### **19.1 What the School means by an "event outside your/its control"**

The School means any event beyond either your or its 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 19 the School shall refer to these as an "event".

**19.2 What happens if the School is affected by an event outside its control?**

If an event beyond the School's 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 19.3, the School will not be responsible for not performing those of its 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).

**19.3 Circumstances in which the School may refund fees to you**

If the School is wholly unable to perform its obligations under this contract for a continuous period of more than fourteen (14) consecutive days, you shall not be required to pay the fees for the period of the term affected, pro-rated 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 will be refunded 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 required 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.

**19.4 Events lasting more than 6 months**

If the School is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying Fees in Lieu of Notice.

**19.5 What happens if the pupil is affected by an event outside your control?**

Subject to Clause 5.14, if the pupil 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) in consultation and cooperation with the School you shall 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, the pupil 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 the pupil from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's Fees in Lieu of Notice.

**20 Communications between you and the School**

**20.1 Notices must be in writing**

When this contract requires you or the School to give notice of something to the other then, unless the School agrees otherwise, this should be done in writing.

**20.2 The School 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 its records, or using your other contact details included in its records. You must notify the School of any change of address (es) or other contact details.

**20.3 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 Headmaster and either:

- (i) sent as an attachment to an e-mail to the School using this e-mail address: info@durstonhouse.org
- (ii) delivered by hand to the School;
- (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) the School recommends that if you provide notice under any of Clauses 3.1 and 6 of these terms and conditions you telephone the School to confirm receipt if you have not received an acknowledgement from the School within 48 hours (during term-time) or the first week of the subsequent term (during a school holiday period) after sending the notice.**

**21 The Law that applies to this contract and where legal proceedings may be brought**

**21.1** 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.

**21.2 Rights in relation to the enforcement of this contract**

If the School chooses not to enforce any part of this contract, or delay enforcing it, this will not affect its right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if the School cannot enforce any part of this contract, this will not affect its right to enforce the rest of this contract.

**22 Changes to these Terms and Conditions**

**22.1 Reserving the right to change these terms and conditions**

The School reserves 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.