



Emanuel School

TERMS & CONDITIONS

2024-25

The United Westminster & Grey Coat Foundation - Emanuel School Terms & Conditions

1. Introduction

1.1 Terms and Conditions: These terms and conditions reflect the custom and practice of independent schools and together with:

- 1.1.1 the offer letter,
- 1.1.2 the *Terms and Conditions for Scholars and Bursary Holders* (if applicable),
- 1.1.3 the acceptance form, and
- 1.1.4 the fees list

they form a legally binding contract between the Parents and the School for the provision of educational services. These terms and conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of Emanuel School.

1.2 Fees and Notice: The rules concerning Fees and Notice are of particular importance and are set out in section 4 and section 9.

1.3 Managing Change: Emanuel School, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2. Terminology

Terms used throughout these terms and conditions have been defined as below to ensure certainty and consistency.

2.1 Head: means the Head of the School as appointed by the School Governors and includes those to whom specific duties of the Head have been delegated. The Head is responsible for the day-to-day running of the School.

2.2 Parents or You: means any person who has signed the acceptance form, including a legal guardian who has signed the acceptance form where applicable. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent, stepparent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party. Please see also clauses 4.2, 4.5 and 11.7.

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

2.4 Pupil: means the child named on the acceptance form. The age of the Pupil will be calculated in accordance with British custom.

2.5 School or We or Us: means The United Westminster and Grey Coat Foundation (the

Foundation) T/A Emanuel School as now or in the future constituted (and any successor). The Foundation is constituted as a charitable company limited by guarantee.

2.6 School Governors or Governing Body: means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for the governance of the School.

3 Admission and Entry to the School

3.1 Registration and Admission: Applicants will be considered as candidates for Admission and Entry to the School when the registration form has been completed and submitted to Us and the **non-refundable** registration fee paid. Applications for Admission made after the published deadline will not be accepted. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. The admissions requirements are set out in the School's *Admissions Policy* current at the time and published on the School's website. **Admission** occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Pupil attends the School for the first time under these terms and conditions.

3.2 Ethos and character: The School is a mainstream day school for boys and girls aged 10 to 19. The School has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds.

3.3 Offer of a place and deposit: A deposit (**Acceptance Deposit**) as shown on the Fees list for the relevant year will be payable as set out in the acceptance form. If the offer of a place is made in the Term directly before Entry, the Parents will be required to pay the full Acceptance Deposit upon their acceptance of a place. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and will be refunded, without interest, less any sums owing to the School on leaving, unless stated otherwise in these terms and conditions or unless the Parents wish to donate the Acceptance Deposit to the Emanuel School General Charitable Trust. Repayment is to the account for which the School holds a direct debit mandate or, if there is no direct debit mandate in place, to the Fee payer as named on the Fees invoice.

3.4 Immigration: The School currently holds a Student sponsor licence. The Parents must inform the School when returning a completed registration form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this School, and the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Student sponsor, including the passport, visa, vignette and/or appropriate proof of the Pupil's immigration status and, where necessary, the Parents. The Parents shall immediately inform the School of any intended or actual change in the Pupil's accommodation arrangements during their period of sponsorship. Please see also clause 9.13.

4 Fees and Payments

4.1 Fees: Fees may include alone or in combination any of the registration fee, the Acceptance Deposit, tuition fees, fees for extra tuition, other extras such as clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred plus any applicable taxes. All public examinations shall be charged as extras.

4.2 Responsibility for payment of Fees: The Parents jointly and severally agree to pay all of the Fees applicable to each Term, together with taxes, as applicable, directly to the School. Each of the Parents is liable for and must ensure that all of the Fees and any other sums owing to the School are paid. This is because our contract applies to both of the Parents together and each Parent on their own. Each of the Parents therefore has an individual responsibility to ensure that, individually or between them, the Fees and any other sums owing to the School are paid. In practice this means that if Fees or any other sums due to the School have not been paid, then in order to recover the outstanding payments, the School can, in its discretion, choose to seek payment of the amount outstanding from either of the Parents or both of the Parents. Court orders (for example, where the Parents are separated or divorced) and other arrangements between the Parents or third parties relating to the payment of Fees will not normally bind or apply to the School, and do not extinguish either of the Parent's liability for the payment of Fees and any other sums due to the School under this contract.

4.3 How Fees are charged and payment requirements: The annual Fees, together with applicable taxes, are divided into three (3) equal parts and are charged separately on a termly basis, regardless of the length of any Term and regardless of the Pupil's year group. Fees for each Term plus any applicable taxes must be paid in full by direct debit or direct bank transfer on or before the first day of the Term to which the invoice relates. Each Term's Fees plus any applicable taxes will be included in an invoice sent to the Parents (or such other person(s) the School may have agreed separately shall pay the Fees under clause 4.4). If an item on the Fees invoice is under query, the balance of that Fees invoice must be paid. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds or where it has reason to believe that it may be unlawful to accept the payment.

4.4 Payment of Fees by a third party: An agreement with a third party to pay the Fees together with applicable taxes, or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The School may undertake money laundering checks in accordance with its *Anti-Money Laundering Policy* prior to accepting payment by a third party and reserves the right to refuse a payment from a third party.

4.5 Indemnity: The Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School if the School is required to pay all or part of any sum paid to it on behalf of the Parents to a third party.

4.6 Reduction, refund or waiver: Except where there is a legal liability including liability under a court order or under the provisions of this contract to make a refund or reduction, Fees will not be refunded, reduced or waived if:

- 4.6.1 the Pupil is absent due to illness; or
- 4.6.2 a Term is shortened or a vacation extended; or
- 4.6.3 the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or
- 4.6.4 the School is temporarily closed due to adverse weather conditions or other safety related or good reasons; or
- 4.6.5 the Pupil is required to study from home as a result of the school providing educational services remotely; or
- 4.6.6 for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

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

4.7 Non-payment of Fees – Refusal to allow School attendance: The School reserves the right to refuse to allow the Pupil to attend the School by providing written notice if at any time payment of any amount is overdue, including where the School refuses to accept a payment under clause 4.3. If the Pupil is not allowed to attend School for a period of 28 days or more in such circumstances, he/she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with section 9. Refusal to allow School attendance in these circumstances is not a disciplinary matter and there is no right to a Governors' Review. The School may withhold any information, character references or property and/or withdraw any sponsorship of the Pupil's visa (if applicable) while any sum remains overdue or if there is a persistent failure to pay the fees on time, where it is lawful to do so.

4.8 Late payment: Simple interest may be charged on a day-to-day basis on overdue invoices. The rate of interest charged will be at up to 5% per annum over the base rate of the Bank of England accruing on a daily basis. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees or other sums due regardless of the value of the School's claim and Part 45 of the Civil Procedure Rules 1998 shall not apply.

4.9 Part-payment: Any sum tendered by or on behalf of the Parents that is less than the sum due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance, as set out in clause 4.8.

4.10 Appropriation: Payments will usually be allocated by the School to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of the Parents.

4.11 Instalment arrangements / Fees in advance schemes: An agreement by the School to accept payment in advance or by instalments is discretionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any additional agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the additional agreement or the invoice shall prevail.

4.12 Scholarships and bursaries: Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff reasonably. The terms on which such awards are offered and accepted (the **Conditions of Award**) will be notified to the Parents at the time of the offer. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed. A copy of the School's *Bursaries and Means Tested Scholarships Policy* and *Scholarship and Exhibitions Policy* is available on the School's website.

4.13 Fees increases: Fees are reviewed annually and are subject to increase from time to time. Notice of an increase in the Fees will usually be sent to Parents before the end of the penultimate Term before the increase is to take effect. If the Parents receive less than a Term's notice of a Fees increase, they may give to the School written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit will be refunded without interest, less any sums owing to the School.

4.14 Information about Fees: The Parents acknowledge that the School may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the School may inform any other school or educational establishment to which the Pupil is to be transferred if any sums due to this School are unpaid.

4.15 Information on Fees payer identity and source of funds: From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees or the source of any funds used to pay Fees and the Parents agree to provide such information as reasonably requested by the School in this respect. In particular, the School may ask the Parents to provide the School with sufficient information so that the School can properly and accurately verify:

- 4.15.1 the Parents' identity;
- 4.15.2 the Pupil's identity;
- 4.15.3 that the Parents are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
- 4.15.4 the Pupil's right to enter, live and study in the United Kingdom;
- 4.15.5 the legitimate source of funds used to pay the Fees; and
- 4.15.6 information provided to us as part of, or in connection with, an application for (or our grant of) a bursary/scholarship award.

5 Educational Matters

5.1 Provision of education: The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve his/her desired examination results or that results will be sufficient to gain entry to other educational establishments.

5.2 Organisation of the curriculum: We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. This may be by online or other form of remote learning. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty and mutual respect for and tolerance of those with different faiths and beliefs. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress, they should contact the Pupil's tutor, or other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.

5.3 Progress reports: The School shall monitor the pupil's progress and shall report to the Parents by means of grades, written reports and parents' meetings.

5.4 Religious observance and relationships and sex education and health education: Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School's policies. The Pupil will receive health and life skills education including relationships and / or sex education appropriate to his / her age in accordance with the curriculum from time to time. The Parents may withdraw the Pupil from some or all of the sex education delivered as part of statutory relationships and sex education at



any time up to and until three terms prior to the Pupil's 16th birthday by giving formal notice in writing that they do not wish the Pupil to take part. After that time, the Pupil may decide for themselves if they wish to receive sex education. The Pupil cannot be withdrawn from relationships education.

5.5 Public examinations: The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of his/her professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his/her tutors. Public examination results will usually be shared with the Pupil's parents where requested.

5.6 Examination services: The Head may, after consultation with the Parents and if appropriate the Pupil, decline to apply for post-examination services, if in his/her professional judgement it is considered not to be in the best interests of the Pupil or the examination cohort to do so.

5.7 Reports and references: Information supplied to the Parents and others concerning the progress, aptitude for certain courses and character of the Pupil, and about examinations, further education and career prospects, and any references shall be given fairly and conscientiously and with all due care and skill but otherwise without liability on the part of the School.

5.8 Learning difficulties: The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a special educational need. The School staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

5.9 Screening for learning difficulties: The screening tests available to schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves. The Parents agree to cooperate fully with any investigation of the Pupil's educational needs and any refusal to do so may be regarded as unreasonable behaviour. See also clause 8.12.5.

5.10 Information about learning difficulties: The Parents shall notify the School when completing the School's confidential 'New Pupil Information Form' and subsequently in writing if at any time they are aware or suspect that the Pupil has a learning difficulty. The Parents must provide the School with copies of all written reports and other relevant information and documentation about any possible special educational need and any history of learning support. The Pupil's place will be cancelled, or, once the Pupil has started, the Parents will Withdraw the Pupil, upon request, if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The usual provisions regarding Notice of Withdrawal and Fees in lieu of Notice do not apply in these circumstances. The School reserves the right to charge for the provision of additional teaching and/or other support arrangements where it is lawful to do so.

5.11 Moving up the School: It is assumed that if the Pupil satisfies the relevant criteria at the time he/she will progress through the School and will ultimately complete the Upper Sixth. The relevant criteria for progression through the School are set out in the School's *Admissions Policy*. The Parents will usually be consulted before the end of the Spring Term if there appears to be any reason why the Pupil may be refused a place in the next year at the School. Unless the Pupil will

be leaving at the end of Upper Sixth, the Parents must give a Term's Notice in writing (i.e. before the start of the Summer Term) in accordance with the provisions about Notice in section 9 below if they do not intend the Pupil to proceed to the next year at the School, or a Term's Fees in lieu of Notice will be payable.

5.12 Intellectual property: Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the School shall recognise any intellectual property rights, but may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet, social media or public website.

5.13 Pupil's work: The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the School, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. The School will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.

5.14 Consent for educational visits: A variety of educational visits will be provided for the Pupil. The Parents will be provided with relevant information in advance of educational visits. Unless the Parents specifically notify the School in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the acceptance form or agreeing to be bound by these terms and conditions, the Parents consent to the Pupil taking part in all educational visits. These include:

- 5.14.1** visits (including overnight or residential stays) which take place during the weekends or school holidays;
- 5.14.2** non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day; and
- 5.14.3** adventure activities which may take place at any time.

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

5.15 Cost of educational visits: The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause 5.14.1 to 5.14.3 above. The cost of such a visit plus any attributable taxes will be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, air fares or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue Fees or any other sum due to the School remains unpaid or where it is deemed inappropriate for them to take part for reasons of discipline or safety.

6 Pastoral Care

6.1 The School's commitment: The School will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and

freedoms of others. The Parents agree that the Head has the right to require the Pupil to remain away from the School temporarily at the home of his/her parents or education guardian:

- 6.1.1 pending the outcome of an investigation (please see also clause 8.5 below); or
- 6.1.2 if the Head considers that the Pupil's presence at the School presents a risk to himself/herself or to any other pupil or to any member of the School community.

6.2 Raising concerns with the School and making complaints: Any expression of dissatisfaction about action taken or a lack of action by the School where the Parents seek action by Us must be notified to the School as soon as practicable. The Parents will remain courteous and respectful at all times in their dealings with the School regardless of any complaint. A copy of the most up to date version of the *Complaints Procedure* can be found on the School's website and can also be supplied upon request. See also clauses 8.12.5 and 8.17.

6.3 Pupil's rights: The Pupil, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his/her parents. If any conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.

6.4 Head's authority: The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will ensure good order and safeguard and promote the Pupil's welfare, and the welfare of other pupils or staff. Please see section 7 below.

6.5 Culture: The culture of the School is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. We are an ambitious and kind school community. We operate within the framework of our Christian ethos, promoting equality and diversity and upholding fundamental British values, the rule of law and individual liberty. The School and its staff will communicate respectfully and act fairly in relation to the Pupil and the Parents and the School expects the same of the Pupil and the Parents in relation to the School and any member of the School community.

6.6 Physical contact: The Parents consent to such physical contact with the Pupil:

- 6.6.1 as may accord with good practice; or
- 6.6.2 as may be appropriate and proper for teaching and instruction; or
- 6.6.3 for providing comfort to the Pupil in distress; or
- 6.6.4 to maintain safety and good order; or
- 6.6.5 in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

6.7 Disclosures: The Parents must, as soon as possible, disclose to the School in confidence:

- 6.7.1 any known medical condition, health problem or allergy affecting the Pupil;
- 6.7.2 any history of a learning difficulty on the part of the Pupil;
- 6.7.3 any disability, special educational need or any behavioural, emotional and/or social difficulty on the part of the Pupil;



- 6.7.4 any family circumstances, court proceedings or court orders which might affect the Pupil's welfare or happiness;
- 6.7.5 any concerns about the Pupil's safety;
- 6.7.6 any significant change in the circumstances of the Parents, including any changes to the Parents' financial circumstances or if either of the Parents is a Designated Person under any UK enactment or convicted of a criminal offence anywhere in the world;
- 6.7.7 if it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.

6.8 Changes to information: The Parents are required to update the School of changes to the information held or the circumstances relating to the Parents and/or the Pupil. The Parents must:

- 6.8.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about the Pupil and/or the Parents that is held by the School; and
- 6.8.2 inform the School of any change in the Pupil's circumstances (including, where applicable, in connection with the Pupil's entitlement to enter and live in the United Kingdom and study at this School) or to the information held by the School about the Parents or the Pupil including relevant contact details.

6.9 Confidentiality and Privacy: The Parents authorise the School to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Pupil's welfare, to avert a perceived risk of serious harm to the Pupil or to another person at the School or where it is appropriate or necessary to do so in connection with the School's legal and/or other duties and responsibilities. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have.

The School reserves the right, subject to applicable data protection legislation and in line with School policies, to monitor the pupil's use of:

- 6.9.1 email and messaging communications,
- 6.9.2 the internet and any internet-based platform,
- 6.9.3 mobile electronic devices, and
- 6.9.4 social media.

Please refer to the School's *Pupil Acceptable Use Policy* and the *Privacy Notice for Parents/Pupils*.

6.10 Special precautions: The School needs to be aware of any matters that are relevant to the Pupil's safety and security and that relate to, or that impact upon, the provision of education to the Pupil. Accordingly, the Parents must immediately notify the School in writing at any time prior to or during the Pupil's time at the School of any family circumstances, court proceedings and court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. In such circumstances the Parents must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained permission of the court if necessary. The School may exclude one or both of the Parents from School premises if, acting in a proper manner, it is considered that such exclusion to be in the best interests of the Pupil or any other member of the School community.

6.11 Leaving School premises: The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but does not accept responsibility for the Pupil if he/she leaves School premises in breach of School rules or regulations. The School is

not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours.

6.12 Residence during Term time: The Pupil is required during Term time and at weekends, exeats (permitted periods of time away from the School) and half term, to live with the Parents or with an education guardian acceptable to the School. The Parents must immediately notify the School in writing if the Pupil will be residing during Term time under the care of someone other than the Parents or his/her education guardian.

6.13 Communications from the Parents: Communications, authority or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the School. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 9.2.

6.14 Absence of the Pupil: The School must be informed as soon as possible in writing of any reason for the Pupil's absence from School. You can do this by sending an email to absences@emanuel.org.uk. Wherever possible the School's prior consent should be sought for absence from the School in line with the School's *Attendance Policy*.

6.15 Absence of the Parents: The Parents must inform the School in writing of the name, address and telephone number for 24 hour contact for the responsible adult who will have the care of the Pupil at any time when both the Parents will be absent from the Pupil's main residential address overnight or for a 24 hour period or longer.

6.16 Education guardians: The Parents, if resident outside the United Kingdom, must before entry appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School accepts no responsibility for the Pupil when he/she is in the care of the Parents or the education guardian. The Parents or the Pupil's education guardian must make holiday arrangements, including travel to and from the School, in advance. The Parents are responsible in each case for making suitable arrangements to appoint an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the Pupil's appointed education guardian and shall immediately notify the School of any changes to those details. The Parents shall upon request provide such further information to the School as it reasonably requires to satisfy itself that the proposed appointment and or arrangements are suitable. Failure to provide such information upon request may constitute unreasonable behaviour. See clause 8.12.5.

6.17 Photographs or images (including video recordings): The School may obtain and use photographs or images (including video recordings) of the Pupil for:

6.17.1 use in the School's promotional material such as the prospectus, the website or social media;

6.17.2 press and media purposes; or

6.17.3 educational purposes as part of the curriculum or extra-curricular activities.

Please see the School's *Photography and Video Policy* and privacy notice for more information about how the School uses photographs and videos of pupils.



6.18 Request for confidentiality: The Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the School in writing, requesting an acknowledgment of their letter. The Parents will not record meetings or discussions with any staff member or representative(s) of the School without consent.

6.19 Transport: The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

6.20 Pupil's personal property: The Pupil is responsible for the security and safe use of all his/her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to him/her by the School.

6.21 Insurance: The Parents are responsible for insurance of the Pupil's personal property whilst at School, or on the way to/from School, or any School-sponsored activity away from School premises. The Parents are also responsible for making their own insurance arrangements for the payment of Fees following the absence of the Pupil or the closure of the School premises.

6.22 School's liability: Unless negligent or in breach of another legal duty which causes injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

7 Health and Medical Matters

7.1 Medical declaration: Before the Pupil enters the School the Parents will be asked to complete a confidential *Pupil Care Questionnaire* concerning the Pupil's physical and mental health and must inform the School in writing if the Pupil develops any known medical condition, health problem or allergy after completing the form or joining the School, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease. The Parents must also provide to the School, whether upon further request by the School or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the School in relation to the same.

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

7.3 Medical information: Throughout the Pupil's time as a member of the School, the School Nurse shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, need-to-know basis.

7.4 Emergency medical treatment: The Parents authorise the School to consent on their behalf to the Pupil receiving emergency medical treatment while under the School's care where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents or a second emergency contact cannot be contacted in time.

8 Behaviour and Sanctions

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

8.2 Conduct and attendance: Good behaviour is essential to ensure that all pupils benefit from the opportunities provided by education. The School attaches importance to courtesy, integrity, good manners, good discipline and showing sensitivity and empathy towards each other and respect for the needs of others. The Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will adhere to the School's values and standards of behaviour and will conform with the School rules about the wearing of uniform and general appearance.

8.3 School rules: The School rules which apply are set out in the School's *Behaviour Policy* which is available on the School website. The Parents are requested to read this document carefully with the Pupil before accepting the offer of a place.

8.4 School discipline: The Parents accept the authority of the Head and of other members of staff on the Head's behalf to carry out searches and investigations and take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and/or any other pupil and/or the School community as a whole. The School's *Behaviour Policy* current at the time and published on the School website applies to all pupils at the School and at all times when the Pupil is in or at school (including when engaged in online or remote learning), representing the School or wearing School uniform, travelling to or from School, on School-organised trips, engaging with other members of the School community or when they are otherwise associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or well-being of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring or could bring the School into disrepute.

8.5 Investigative action: A concern, allegation, complaint or rumour of misconduct will be investigated in line with the School's *Suspension & Exclusion Policy*. The Pupil may be questioned, a search of the Pupil or their belongings performed and/or possessions confiscated in line with the School's *Searching and Confiscation Policy*. All reasonable care will be taken to protect the pupil's rights and freedoms. The Parents will be informed of any searches for prohibited items and that the Pupil may face formal disciplinary sanctions, unless the School is prevented from doing so. If considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parents' expense. If, under the School's disciplinary policies, a disciplinary meeting with the Head is required before a decision is taken, the School will make reasonable efforts to notify the Parents or education guardian so that they can attend. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his / her choice. In circumstances involving the possibility of the Pupil's Removal on the grounds of parental unreasonable behaviour, the meeting will be with the Parents only.

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

has acquired during an investigation.

8.7 Drugs and alcohol: The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules and/or the School's *Behaviour Policy*. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

8.8 Sanctions: The School's *Behaviour Policy* and *Suspension and Exclusion Policy* set out examples of offences likely to be sanctioned and are available to the Parents on the School website and on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake actions or tasks to rectify any situation, detention for a reasonable period, withdrawal of privileges, Suspension, or Removal or Exclusion. These examples are not exhaustive, and the Head may decide that Suspension or Exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the Pupil's record at the School may be taken into account.

8.9 Definitions of sanctions: The definitions in this clause apply in these terms and conditions.

8.9.1 Exclusion: means that the Pupil is required to leave the School permanently in circumstances described in clause 8.10.

8.9.2 Removal: means that the permanent removal of the Pupil from the School is required in circumstances described in clause 8.12.

8.9.3 Suspension: means that the Pupil is temporarily removed from lessons either internally (where a pupil is in School but removed from lessons) or externally (where a pupil is required to remain at home) as a disciplinary sanction or pending a governor's review.

8.9.4 Withdrawal: has the meaning set out in clause 9.5.

8.10 Exclusion: The Pupil may be formally excluded from the School if it is proved on the balance of probabilities that the Pupil has committed a serious breach of discipline or a criminal offence. Exclusion is reserved for the most serious or persistent breaches of discipline. The Head shall act in accordance with the *Suspension and Exclusion Policy* and with procedural fairness in all such cases. The Head's decision to exclude shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Governors' Review. See clause 8.15 and clause 8.16.

8.11 Fees following Exclusion: If the Pupil is excluded, there will be no refund of the Acceptance Deposit or of Fees for the current or past Terms. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.

8.12 Removal in other circumstances: The Parents may be required to remove the Pupil permanently from the School, if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that:

8.12.1 the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or

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

8.12.3 the Pupil's presence at the School presents a risk to himself/herself and / or to any other pupil and the Pupil's Removal is considered necessary and proportionate; or

8.12.4 the School is no longer able to provide adequately for the Pupil's special educational needs;

8.12.5 one or both of the Parents have behaved unreasonably, including but not limited to if they have treated the School or members of its staff or any member of the School community unreasonably or acted in a way which could bring the School into disrepute; then

in these circumstances, and at the sole discretion of the Head, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Head shall act with procedural fairness in all such cases and shall have regard to the interests of the Pupil and the Parents as well as those of the School. A decision by the Head to require the Removal of the Pupil shall be subject to a Governor's Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Governor's Review. A Withdrawal under this clause is not subject to a Governor's Review. See clause 8.15 and clause 8.16.

8.13 Fees following Removal: If the Pupil is removed or withdrawn in the circumstances described in clause 8.12, the provisions relating to Fees shall be as set out in clause 8.11, save that the Acceptance Deposit will be refunded without interest less any sums owing to the School including any taxes.

8.14 Leaving status: The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Exclusion or Removal or Withdrawal.

8.15 Governors' Review: The Parents are entitled to request a review by Governors of a decision to expel or require the Removal of the Pupil from the School (but not a decision to suspend the Pupil unless the Suspension is for 11 School days or more or would prevent the Pupil taking a public examination). The Head will advise the Parents of the Governors' Review procedure current at that time when he/she informs the Parents of his/her decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

8.16 Pupil's status pending a Governors' Review: If the Parents request a Governors' Review, the Pupil will be suspended from School until the review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head.

8.17 Complaints procedure: A complaint as described in clause 6.2 above which does not involve an Exclusion or Removal of the Pupil must be made in accordance with the School's complaints procedure, a copy of which is published on the School website and which is available upon request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9 Provisions about Notice

9.1 Term: means the period between and including the first and last days of the relevant School term.

9.2 Notice: means (unless the contrary is stated in these terms and conditions) a Term's Written Notice given by:

- 9.2.1 both Parents; or
- 9.2.2 one of the Parents with the prior written consent of the other Parent; and
- 9.2.3 in either case, the prior written consent of any other person with Parental Responsibility where appropriate

addressed to and received by the Head personally or the Bursar on the Head's behalf. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.

9.3 A Term's written Notice: means notice given before the first day of a term and expiring at the end of that Term.

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

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

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

9.7 Fees in lieu of Notice: means Fees in full at the rate applicable plus any applicable taxes for the next Term following termination by the Parents on less than one Term's Written Notice or where the Pupil is excluded for more than 28 days for non-payment of Fees as set out in clause 4.8. Fees in lieu of Notice is not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability at the School and to enable it to plan its staffing and other resources.

9.8 Termination by the Parents: Except when the Pupil is to leave at the end of the Upper Sixth or clause 9.10 below applies, if the Parents wish to Withdraw the Pupil or Cancel and terminate this contract at any time after the expiry of the 14 day cancellation period described in clause 9.6 above, if applicable, they shall do so either by:

- 9.8.1 providing at least one Term's Written Notice; or
- 9.8.2 paying one Term's Fees in lieu of Notice.

In circumstances where the Parents Cancel by providing at least one Term's Written Notice, the School shall retain the Acceptance Deposit. In all other circumstances where the Parents Cancel or Withdraw the Pupil, the Acceptance Deposit will be repaid in accordance with clause 3.3.



9.9 Other Notice requirements: The requirements in clause 9.8 shall also apply if, following the GCSE year or the Lower Sixth, the Pupil will not return for the following year.

9.10 Cancelling a place offered in the Term before Entry: Except for where clause 9.6 applies, if the offer of a place is made within a Term of the Pupil's proposed Entry to the School, the Parents may Cancel and terminate this contract by notifying the School in writing at any time before such Entry but they shall pay one Term's Fees at the rate payable for the Term of proposed Entry, less the Acceptance Deposit, payable as a debt.

9.11 Prior consultation: It is expected that the Parents, or the Pupil's duly authorised education guardian, will consult personally with the Head or with the Head's authorised deputy before Notice is given by the Parents.

9.12 Termination by the School: In addition to where this contract is terminated automatically as a result of an Exclusion or Removal under section 8, the School may terminate this contract:

9.12.1 on one Term's notice in writing sent by email where it has good cause and following consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit will be refunded without interest, less any outstanding balance of Fees; or

9.12.2 if the Parents:

- (a) are unable, following the School's request, to demonstrate that they will be able to pay the Fees and other sums due under this contract;
- (b) repeatedly or persistently fail to pay the Fees and any other sums when they fall due for payment;
- (c) are otherwise unable to pay their debts as they fall due;
- (d) are the subject of a bankruptcy petition; or
- (e) enter into an individual voluntary agreement.

9.12.3 if the Parents or one of the Parents makes a serious misrepresentation of facts or circumstances to the School, or withholds important information from the School, about them or the Pupil that is relevant to the provision of the 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 their part) any information about their child's health, medical condition, special educational needs, disability or allergies);

9.12.4 if the Parents fail or refuse to provide the School at any time with information the School requires under clause 4.16 or the School is not satisfied with the information the Parents have provided. Instead of ending the contract, the School may otherwise refuse to allow the Pupil to attend School until the relevant satisfactory information has been provided;

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

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

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

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

10 Events Beyond the Control of the Parties

10.1 Force majeure: An event beyond the reasonable control of the School or the Parents is a Force Majeure Event and shall include such events as:

- 10.1.1** an act of God, fire, drought, earthquake or other natural disaster;
- 10.1.2** war, riot, civil unrest, act of terrorism, strikes, industrial disputes;
- 10.1.3** outbreak of epidemic or pandemic of disease;
- 10.1.4** chemical or biological contamination;
- 10.1.5** failure of utility service or transportation.

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

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

10.3 Notification: If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party (**Affected Party**) shall as soon as reasonably practicable notify the other in writing specifying the nature and extent of the circumstances and shall be excused from performing those obligations while the Force Majeure Event continues.

10.4 Continued force majeure: The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event continues for a period greater than 90 days from the date of notification, the Affected Party shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

10.5 Termination: If the Force Majeure Event continues for a total period greater than 120 days from the date of notification, the party in receipt of notification under clause 10.3 may terminate this contract by providing at least three working days' notice in writing to the other party.

11 General Contractual Matters

11.1 Variations: These terms and conditions, the *Terms and Conditions for Scholars and Bursary Holders* (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School. The School will usually send notice of any such modifications prior to the end of the penultimate Term before the modifications are to take effect.



11.2 Data protection: The School has a *Privacy Notice for Pupils/Parents* which explains how the School will use the Parents' and the Pupil's personal data. This privacy notice is provided with the letter of offer and is also published on the School's website. The Parents must read the privacy notice in full before signing the acceptance form. If the Pupil is going to enter Year 7 or above the Parents must show the Pupil a copy of the pupil privacy notice and discuss it with him/her before accepting the offer of a place.

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

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

11.5 Notice of significant changes: It is not practicable to consult with Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that Parents will be consulted and provided with reasons for the planned change and where possible given at least a Term's notice in writing of:

- 11.3.1** a change of ethos or culture;
- 11.3.2** a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or
- 11.3.3** a change of ownership of the School,

where such changes are not temporary.

11.6 Information for parents: We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus, on the School's website, in promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents intend to take account of the information provided to them when deciding whether to enter into this agreement, they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the School.

11.7 Third party rights: Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

11.8 Interpretation: These terms and conditions supersede any previously in force and will be construed as a whole. Headings unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these terms and conditions.

11.9 Severability: If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision



Emanuel School

shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.

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