

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

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

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

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Admissions Office to discuss.

I. Definitions

- (a) **Meanings of some words and phrases we use 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 College for parents to complete when accepting a place for their child at the College;

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

"**College Rules**" means the body of rules of the College (including the School Rules and Regulations in the Senior School, and the Codes of Conduct in the Preparatory School and in the Pre-prep) 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 College, a copy of the then current version of which is included in the Pupils' Guide, Handbook or Planner provided to each child on entry and is sent to parents with the Acceptance Form. Parents will be notified of subsequent changes to the College Rules;

"**commitment fee**" means that part of the sum referred to as such in the Acceptance Form (and that is separately set out in the Schedule of Fees);

"**contract**" has the meaning given in Clause 1(c) below;

"**Complaints Procedure**" means the College'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 is not intended to form part of the contract between you and the School. A copy of the most up-to-date procedure on the College website and is also available from the College at any time upon request;

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

"**fees**" means the fees set out in the Schedule of Fees;

"**FIA Terms and Conditions**" means the supplemental terms and conditions relating to the College's fees in advance scheme;

"**Head**" means the person appointed by the Governors of the College to be responsible for the day-to-day running of the College, including the heads of the Senior and Preparatory Schools and Pre-prep and anyone to whom such duties have been duly delegated;

"**Schedule of Fees**" means the published note of the College's prevailing fees notified to you from time to time and a copy of which remains available on the College's website and from the College at any time upon request;

"**term**" means a term of the College 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;¹

"**terms and conditions**" means these terms and conditions as may be amended from time to time under Clause 18 below;

"**we**" or the "**College**" means the legal entity carrying on as the College as identified in Clause 1(b) below and comprising Hurstpierpoint College Senior School, Hurstpierpoint College Preparatory School and Hurstpierpoint College Pre-prep, as now or in future constituted, or its duly authorised representative, as the context requires; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a holder of parental responsibility for the child, or a person who with the College's express written consent replaces a person who has signed the Acceptance Form (and "your" shall be construed accordingly).

¹ So if, for example, a term's notice is required to withdraw your child from an extra-curricular activity with effect from the start of the summer term (which is the term to which the notice relates) then a term's notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the spring term immediately before.

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

- (b) **Who we are.** We are Hurstpierpoint College Ltd a charitable company registered in England and Wales. Our charity registration number is 1076498, our company registration number is 3779893 and our registered office is at Hurstpierpoint College, College Lane, Hurstpierpoint, Hassocks, West Sussex BN6 9JS.
- (c) **Our contract with you.** The Acceptance Form, the Schedule of Fees, the College Rules, the FIA Terms and Conditions 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 College. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

- (a) **How you accept our offer of a place.** An offer of a place for your child at the College is accepted by your submitting the duly completed Acceptance Form and paying the deposit and commitment fee.
- (b) **The non-refundable status of the deposit and commitment fee. The deposit and commitment fee are not refundable if your child does not take up their place at the College.** The limited exception to this is where notice is given in accordance with Clause 3(a) below and the College actually fills the specific vacancy created by your child's withdrawal, in which case the College shall refund the deposit and commitment fee to you less its costs in administering your dealings with the College or a reasonable estimate of those costs.²
- (c) **How we use the deposit.** The deposit will form part of the general funds of the College until it is credited without interest to the final payment of the fees or other sums due to the College on your child's leaving (unless otherwise stated in these terms and conditions).
- (d) **The commitment fee.** The commitment fee is refunded without interest when your child joins the College.
- (e) **Requirement for you to increase the deposit amount.** Where an offer of a place for your child to enter the Preparatory or Senior School is accepted, you shall pay a further sum equivalent to the difference between the deposit already paid and the deposit payable for the Preparatory or Senior School as appropriate.

PLEASE READ THIS NEXT SECTION CAREFULLY - it deals with what you need to do if you wish to withdraw your acceptance of a place before your child joins the College and what happens if you withdraw at that stage.

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

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

- (a) **Notice to withdraw your acceptance of a place before your child joins the School.** If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice.

This means that if, for example, your child is due to start at the College in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding summer term (i.e., the final term of the previous academic year) or pay the fees in lieu referred to above.

- (b) **If we receive a term's notice.** If you provide a term's notice, you will lose the deposit (subject to repayment under Clause 2(b) above if the specific vacancy created by your child's withdrawal is actually filled by the School) but no further fees will be payable.
- (c) **If we do not receive that period of notice. If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the College upon demand as a debt.** The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The College will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2(b) above) to the payment of the term's fees you will owe us. Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.

4. College Fees, Supplemental Charges and Payment

- (a) **What the fees include.** Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of educating your child, and, if applicable, facilitating our boarding provision.

² You should be aware that in the event of a late withdrawal it is very unlikely that the College would be able to find a replacement.

- (b) **What the fees do not include: supplemental charges.** We refer to any items charged to you in addition to the fees as **supplemental charges**. By way of example, any extra-curricular activities (such as individual music lessons, trips and visits) in which you agree in advance your child may participate and which need to be paid for, will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination fees shall be charged as supplemental charges. Additional charges incurred by the College in providing for the special educational needs of your child and for the cost of providing personal digital devices may also be charged as supplemental to the fees.
- (c) **Applicable taxes.** All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

PLEASE READ THIS NEXT SECTION CAREFULLY - it deals with your responsibility to pay the fees and supplemental charges.

- (d) **Who is responsible for payment.** Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the College. This is because our contract applies to both of you together and each of you on your own. Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the College are paid. In practice this means that if fees or supplemental charges have not been paid to the College then, in order to recover the outstanding payments, the College can seek payment of the full amount outstanding from either parent. The only exceptions to this are set out in clause 4(d)(ii) immediately below.
- (e) **How one person can remove him/herself from their payment responsibility and circumstances where the College may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract.** A person who has signed the Acceptance Form may be removed from their payment responsibility under this contract by submitting a term's notice but that person must obtain the prior written consent of both the College and the other person who has signed the Acceptance Form before submitting such notice. Otherwise, each of you remains liable to the College for all of the fees and supplemental charges due in accordance with Clause 4(d) above UNLESS AND UNTIL the College (without obligation to do so) has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges.
- (f) **How scholarship and bursary awards are treated.** If your child has been awarded a scholarship or bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. An award may be

withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you)) no longer merit the continuation of the award or, in the case of a bursary, following a review of your financial circumstances. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the College, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the College.

- (g) **How the fees are charged and payment requirements.** The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. **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 in advance to those persons who signed the Acceptance Form (or such other person(s) the College may have agreed shall pay the fees under clause 4(d)(ii) above).

You may elect to pay the termly fees either:

- (i) in full in advance by direct debit or direct bank transfer not later than the first day of the term to which the invoice relates; or
- (ii) by direct debit in not more than four (4) monthly instalments commencing no later than 30th July in respect of the fees for the Michaelmas term in any academic year, 30th November in respect of the fees for the Lent term in any academic year and 28th February in respect of the fees for the summer term in any academic year. The College and those responsible for paying the fees will agree separately in writing the amount of each monthly instalment and the College will issue a separate invoice relating to the fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's fees.

We may not allow your child to attend the College if you do not pay on time.

- (h) **Payment of supplemental charges.** All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the College's fees invoice. All such supplemental charges fall due and are payable on or before the first day of the next term. Where the termly fees are paid in instalments, the supplemental charges will also be paid in not more than four (4) instalments within a period that does not exceed twelve (12) months from the date of the invoice.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out what rights we have, and what action the College may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.

- (i) **Non-payment of fees: refusal to attend school.** We may refuse to allow your child to attend the College or to withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.
- (j) **Non-payment of supplemental charges: refusal to participate in the relevant activity.** We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.
- (k) **We can charge interest if you pay late.** If you do not make any payment to the College by the due date for payment (see Clauses 4(g) and 4(h) above) we may charge interest to you on the overdue amount at a rate of up to 1% per month (which will be a genuine pre-estimate of the cost to the College of a default) on late payment. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the College the interest together with the overdue amount.
- (l) **We can recover our costs for recovering late or non-payments.** You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs, i.e. costs that would be allowable by the courts if judgment was made in the College's favour).
- (m) **We can notify other educational institutions of your outstanding payments.** We may inform any other College or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets our right to increase the fees during the course of your child's time at the College.

- (n) **Our ability to increase the fees.** We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the College 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 College under Clause 5(a) below.

- (o) **Fees and supplemental charges will not be reduced due to your child's absence.** Fees and any agreed supplemental charges will not be reduced as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.
- (p) **Information on your identity and the source of funds.** From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:
 - (i) your identity;
 - (ii) your child's identity;
 - (iii) your child's right to enter, live and study in the United Kingdom; and
 - (iv) the source of funds you are using to pay the fees.You must provide the College with the information and documentation we ask for.
- (q) **Allocation of payments to your fees account.** Except where expressly agreed with you otherwise, the College shall be entitled to allocate payments from you to your account as it sees fit. The College shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the College.
- (r) **How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the College.** Where you (or a third party) and the College have entered into an agreement incorporating the FIA Terms and Conditions (i.e. where you (or the third party) have made a 'lump sum' capital payment in respect of all or part of the fees due under this contract), the College will administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions PROVIDED THAT you (or, if the College agrees, the third party) meet the difference between the amount per term applied by the College under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. The College will provide a termly statement of account in respect of the fees and supplemental charges and the difference will be payable in accordance with the terms of this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY -

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

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

5. Notice Requirements

- (a) **Notice to withdraw your child from the College.**
- (i) **Withdrawal before entry into the Senior School or the sixth form.** If you wish to withdraw your child from the College at the end of National Curriculum years 8 or 11, you must either give us two terms' notice to that effect or pay to the College two terms' fees in lieu of notice, at the rate that would have been charged for the final two terms of provision if two terms' notice had been given;
 - (ii) **Withdrawal at other times.** If you wish to withdraw your child from the College other than at the end of National Curriculum years 8 or 11 you must either give us a term's notice to that effect or pay to the College a term's fees in lieu of notice, at the rate that would have been charged for the final term of provision if a term's notice had been given.

The College will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2.2 above) to the payment of any such fees in lieu of notice. This means that if, for example, you wish to withdraw your child with effect from the start of the Michaelmas term (i.e., at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (i.e., the final term of the preceding academic year) or pay the fees in lieu of notice referred to above).

Notice is not required for pupils leaving at the normal leaving date at the end of the sixth form.

- (b) **Notice to change your child's place at the College.** If you wish to change your child's place at the College (e.g. from a boarding to a day place or from a weekly-boarding to a flexi-boarding place) you must either give a term's notice or pay or pay to the College the difference between the boarding and the day or the weekly-boarding and the flexi-boarding 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.

- (c) **When the relevant amount in lieu of notice must be paid.** In cases under (a) or (b) above, the appropriate amount of fees in lieu of notice will become payable by you upon demand.
- (d) **Notice to withdraw your child from participating in an activity covered by a supplemental charge.** If you wish to withdraw your child from an activity charged for as supplemental, you must either give a half-term's notice to that effect or pay to the College as a debt a half-term's charges for the activity in which your child has ceased to participate.
- (e) **Withdrawal part-way through a term does not reduce the amount you owe to the College.** It is not possible for you to reduce the amount of fees or supplemental charges due or to obtain a refund of fees or supplemental charges by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

6. College Rules

- (a) **Compliance with the College Rules.** It is a condition of remaining at the College that you and your child comply with the College Rules. In addition you must ensure that your child attends College punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the College Rules).
- (b) **We may undertake drugs and alcohol testing of your child.** The College may undertake drugs and alcohol testing of pupils in accordance with its drugs and alcohol policies as set out in the College Rules. The drugs and alcohol policies have been adopted for disciplinary purposes, and with the aim of safeguarding the health and safety of all pupils.
- (c) **Monitoring your child's telephone, email & messaging communications, internet and Wi-Fi use, and use of social media.** The College may, subject to applicable data protection legislation, to monitor your child's telephone, email & messaging communication, internet and Wi-Fi use, and use of social media. We may do this for various reasons, including ensuring compliance with the College Rules or where it is appropriate for the College to do so (or indeed necessary) in connection with the College's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7. Suspension, Exclusion and Required Removal

- (a) **The Head's discretion to suspend or exclude your child from the College.** The Head may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the College if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the College's best interests or those of your child or other children.

- (b) **Where you can find examples of offences punishable by suspension or exclusion.** The College Rules set out examples of offences likely to be punishable by suspension 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 your child's record at the College may be taken into account.
- (c) **The Head's discretion to require you to remove your child from the College.** Instead of exclusion or suspension, the Head may in his or her discretion require you to remove your child from the College if the Head considers that your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the College, or the well-being of College staff; and/or brings (or is likely to bring) the College into disrepute; and/or is not in accordance with your obligations under this contract.
- (d) **What happens if your child is suspended, excluded or removed from the College.**
- (i) Should the Head exercise his or her right under sub-clause 7(a) or 7(c) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed and (save in the case of suspension, or in the circumstances referred to in this final sentence of this Clause) the deposit will be forfeited meaning that the College will retain the deposit. If you are required to remove your child from the College as a result of the Head exercising his or her discretion under Clause 7(c) then the deposit will be credited in the usual way (see Clause 2(c)).
- (ii) If your child is excluded or you are required to remove your child from the College, fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term **after** the exclusion/required removal will be refunded.
- (e) **Impact of exclusion or required removal on this contract.** This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.
- (f) **Your right to have appeal disciplinary matters or decisions to exclude or require the removal of your child reviewed.** You are entitled to have any serious disciplinary matters or decisions taken by the College and/or Head to suspend, exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the Serious Disciplinary Procedure.
- (g) **What happens if you withdraw your child.** Should you chose to withdraw your child from the College at any stage during the disciplinary process you shall thereby waive your rights to complain under the Complaint Procedure or appeal under the Serious Disciplinary Procedure.

8. The College's Obligations

- (a) **The period of your child's schooling.** Subject to these terms and conditions, the College will accept your child as a pupil of the College and register your child on the College's statutory register from the time of joining the College until the end of his or her secondary education.
- (b) The College shall not be obliged to permit your child to enter the Preparatory School or the Senior School or the sixth form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The College may make a decision as to whether your child may join the Senior School or the sixth form after the results of Common Entrance or GCSE or equivalent examinations are known, and may make entry to the Senior School or the sixth form conditional upon the results of such examinations. **However, except where the College agrees otherwise in writing and even where the College has imposed conditions on entry into the Senior School or sixth form, if you wish to withdraw your child at the end of either National Curriculum years 8 or 11, Clause 5(a) applies and you will either need to give us a two clear terms' written notice or pay us two terms' fees in lieu of notice.**
- (c) **The scope of our duty to exercise reasonable skill and care for your child's education and welfare.** While your child remains a pupil of the College, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during College hours and at other times when your child is permitted to be on College premises or is participating in activities organised by the College. **We cannot accept any responsibility for the welfare of your child while off the College premises unless he or she is taking part in a school activity or otherwise under the direct supervision of a member of College staff.** The College shall adhere to and comply with the statement of *National Minimum Standards for Boarding Schools* (applicable from time to time) as published under the Children Act under the Children Act 1989 (as amended or superseded).
- (d) **Consent to participation in contact sports and similar activities.** Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (e) **What happens if your child needs urgent medical attention.** If your child requires urgent medical attention while under the College's care, we will if practicable try to contact you to obtain your prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).**

- (f) ***Our right to make changes at the College.*** Our website and prospectuses describe the broad principles on which the College is presently run. However, from time to time it may be necessary to make changes to any aspects of the College, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the College is required to close the College premises)).
- (g) ***We will give you notice of significant changes.*** Where practicable we will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the College 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 College under Clause 5(a) above.
- (h) ***Monitoring your child's progress at the College.*** We will monitor your child's progress at the College and produce regular written reports which may be sent to you electronically. We will advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the College at your expense.
- (i) ***Religious observance and relationships and sex education (RSE) and health education.*** Religious observance, relationships and sex education (RSE) and health education at the College shall be conducted in accordance with the College Rules.
- (iv) ensuring that all details or other information notified or otherwise disclosed to the College about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to them) are not withheld;
- (v) providing cooperation and assistance to the College so that your child can participate in and benefit from the College's provision of education); and
- (vi) attending meetings and keeping in touch with the College where your child's interests so require.
- (c) ***You must notify us of your child's health/medical conditions or special educational needs.*** It is a condition of your child's joining and remaining at the College that you complete and submit to the College a medical questionnaire in respect of your child and that, if enrolled as a full boarder or weekly boarder, your child is registered with the College doctor. You must inform the College of any health or medical condition (whether physical or mental), special educational need(s), disability or allergies that your child has or subsequently develops, whether underlying, long-term or short-term, including any infections. You must also provide us, whether upon further request by the College or otherwise, any reports or other materials relevant to any of the same. If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14(a)(ii) below.
- (d) ***Circumstances where we may require you to keep your child away from College.*** If the College so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit him/her to return to the College until such time as the health risk has passed. Where it is considered appropriate, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

9. The Parents' Obligations

- (a) ***We require your co-operation.*** In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Head and College staff need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- (b) ***Examples of the co-operation and assistance we require.*** You must co-operate with the College and College staff in good faith, including by:
 - (i) maintaining a constructive relationship with College staff (including where the College is exercising its rights and performing its obligations under this contract and including in the tone, content, volume and/or nature of your communications with the College);
 - (ii) encouraging your child in his or her studies, and giving appropriate support at home;
 - (iii) keeping the College up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);
- (e) ***You must notify us of any special arrangements needed for your child.*** You must inform the College of any situations where special arrangements may be needed for your child, including for their education or welfare.
- (f) ***You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child.*** You must inform the College if, at any time prior to or during your child's time at the College, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the College (including its premises) and/or the College's provision of education to your child. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of

parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the College with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.

(g) ***We are entitled to expect that parents have consulted with each other regarding decisions relating to your child.***

You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the College, the College is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9(h) below, you (and each of you) accept that the College 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 College to one of you as having been given to both of you.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out who needs to sign a notice of withdrawal of your child.

(h) ***We are entitled to require that notices of withdrawal must be signed by both parents.*** A notice of withdrawal of your child served under this contract (i.e., under any of Clauses 3(a), 4(f), 4(n), or 5(a)) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the College shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).

(i) ***You must notify us of your child's absence from school.*** The College must be informed as soon as possible in writing of any reason for your child's absence from school. You can do this by contacting either the school office/reception or your child's houseparent. Wherever possible the College's prior consent should be sought for absence from the College.

(j) ***Parents must notify us if they will be absent for a period of time.*** If at any time during your child's time at the College you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the College immediately in writing and provide the details required by the College as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

(k) ***Raising concerns with the College and making formal complaints.*** If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the College without undue delay. Complaints should be made in accordance with the Complaints

Procedure, except in relation to decisions made under Clause 7 when the Serious Disciplinary Procedure shall apply. Copies of the most up-to-date version of the Complaints Procedure and the Serious Disciplinary Procedure are on the College's website and are otherwise available from the College at any time upon request.

10. Insurance

Your responsibility to make your own insurance arrangements. Your child is included in an obligatory personal accident insurance scheme and, if in the Senior School, an obligatory personal effects insurance scheme, the charges for which are included in the fees. You must make your own insurance arrangements if you require additional cover for your child or their property while at College, or for the payment of fees due to absence of your child or closure of the College premises.

PLEASE READ THIS NEXT SECTION CAREFULLY –

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

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

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

- (a) ***References for your child.*** We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (b) ***We will need to use information relating to your child, and to you, for certain purposes connected with the running of the College.*** This will include name, contact

details, school records, photographs and audio-visual recordings both whilst your child is at the College and after he or she has left for the purposes of:

- (i) managing relationships between the College and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and;
- (ii) promoting the College to prospective pupils/parents, publicising the College's activities, and communicating with the College community and the body of former pupils.

In respect of sub-clause 9(b)(ii), this includes use of such information by the College in/on the College's prospectus (in whatever format or medium it is produced/made available), the College's website(s) and (where appropriate) the College's social media channels.

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

- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the College; and
- (ii) inform the College of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the College, including relevant contact details.

- (d) **We will send information (e.g., school reports) about your child to both of you as a matter of course.** Any person who has parental responsibility for your child is entitled to receive certain information about your child from the College (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The College will therefore disclose such information as a matter of routine to each such person unless the College is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).

- (e) **Data Protection Law.** The College will process personal data about you and your child in accordance with data protection law, including the Data Protection Act 2018 (as it is amended or superseded) and other related legislation. We will process such personal data:

- (i) as set out in this clause 11, and in the College's 'Privacy Notice' which is available on the College'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 College's purposes.

- (f) **As a 'Student Sponsor' school we need to provide certain information to the Home Office.** In order to comply with our responsibilities as a licensed Student Sponsor for immigration purposes, we may need to provide information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor your child or not). Such information may include information about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated).

12. Intellectual Property Rights

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

13. Changes in Ownership etc.

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

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

14. Ending this Contract

- (a) **Our rights to end the contract.** In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 7, the College may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:
 - (i) you do not make a payment to us when it is due and you still do not make payment within 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 us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the College to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the

United Kingdom when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);

- (iii) you fail or refuse to complete and submit to the College a medical questionnaire in respect of your child;
 - (iv) you fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to enter, live and study in the United Kingdom, or the source of funds you are using to pay the fees, as required under Clause 4(j);
 - (v) you (or either of you):
 - aa. are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
 - bb. are otherwise unable to pay your debts as they fall due;
 - cc. are the subject of a bankruptcy petition or order; or
 - dd. you enter into an individual voluntary arrangement; or
 - (vi) you otherwise do not comply with (i.e. you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the College is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.
- (b) **Your rights to end the contract.** You may end this contract at any time by notice in writing to the College if:
- (i) you have a legal right to end the contract because of something we have done wrong; or
 - (ii) the College becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) **When this contract will end if not terminated early.** For the avoidance of doubt and without us having to provide you with notice, this contract will end on the settlement of the School's final invoice or the end of your child's schooling, whichever is later. This may be at the end of either year 2 or year 8 or the fifth form if your child does not meet any requirements imposed under Clause 8(b) for entry to the Preparatory School or the Senior School or the sixth form.
- (d) **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 we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and we will keep any rights we have under general law.

15. Events outside of our, or your, control

- (a) **What we mean by an "event outside of our/your control".** We mean any event beyond either your or our reasonable control including, by way of example, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to such events outside of our/your control as an "event".
- (b) **What happens if we are affected by an event outside of our control.** If an event arises which prevents or delays the College's performance of any of its obligations under this contract, the College shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the College has acted reasonably and prudently to prevent and/or minimise the effect of the event, the College will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the College shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- (c) **Events lasting more than 6 months.** If the College is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the College 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 College and without giving a term's notice or paying fees in lieu of notice.
- (d) **What happens if your child is affected by an event outside of your control.** Subject to Clause 4(o) (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at College or remotely due to reasons caused by an event you shall give the College notice in writing of such circumstances and the following provisions shall apply:
- (i) in consultation and cooperation with the College 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 sub-clause 15(d)(i) above, your child is not able to participate and benefit from any level of provision of education by the College

- (whether at College or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
- (iii) if the event continues to prevent your child wholly and completely from attending the College or being able to participate and benefit from any level of provision of education by the College (whether at College or remotely) for more than six (6) months you shall discuss with the College a solution by which this contract may be performed and, following such discussions, you or the College shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

16. Communications between you and the College

- (a) **Notices must be in writing.** When this contract requires you or the College to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- (b) **We will use the contact details held by the College to contact you.** Communications (including notices) will be sent by the College to you at the address(es) shown in our records, or using your other contact details included in our records. You must notify the College of any change of address(es) or other contact details.
- (c) **How to provide written notice to the College.** Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:
- (i) sent by email to the School using this email address: headmaster@hpsc.co.uk.
 - (ii) delivered by hand to the College;
 - (iii) sent to the College by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
 - (iv) otherwise sent to the College's address by first or second class post.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4(f), 4(n), or 5(a) of these terms and conditions (which are the provisions dealing with withdrawing your child from the School or otherwise changing their place) you telephone the College to confirm receipt if you have not received an acknowledgement from us within 72 hours (during term-time) and one week (during a school holiday period) after sending the notice.

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

- (a) **The law that applies to this contract.** The contract between you and the College is governed by English Law and either

you or the College must bring legal proceedings in respect of this contract exclusively in the English courts.

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

18. Changes to these Terms and Conditions

Reserving the right to change these terms and conditions.

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the College. The College will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

**November 2020
Effective April 2021**