

# Terms and Conditions



# The Godolphin and Latymer School

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## TERMS AND CONDITIONS

### INTRODUCTION

1. **These Terms and Conditions** deal with such matters as admission and entry to the School, education and pastoral care, behaviour and discipline, fees, medical matters, important provisions about notice and general contractual matters. The Terms and Conditions reflect the custom and practice of independent schools and they form the basis of the contract for educational services between the School and Parents.

2. **Prospectus:** The Prospectus describes the broad principles on which the School is presently run and gives an indication of our history, aims and ethos. Although believed correct at the time of printing, the prospectus is not part of any agreement with the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus should seek written confirmation of that matter before entering this agreement.

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

4. **Consultation:** It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that parents will be consulted and where possible given at least a term's notice of a change of policy, change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care, or a change of ownership. For example, notice would be given of a proposal to remove a subject from the curriculum.

5. **Documents Referred to:** Parents and Pupils have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions before they accept the offer of a place. Those documents, together with these Terms and Conditions, may undergo reasonable change from time to time, as circumstances require, so as to ensure that the School, its culture, ethos and resources are properly managed, and so as to promote good order and discipline throughout the school community, and to ensure compliance with the law.

### TERMINOLOGY

6. **"The School"/"We":** The Godolphin and Latymer School Foundation ("The Trustee"), a company limited by guarantee and regulated by its Memorandum and Articles of Association and whose directors are referred to as the "Governors", acting as trustee of the Godolphin and Latymer School as now or in the future constituted (and any successor), a charity (Charity Registration number 312699) regulated by a Charity Commission Scheme dated 29<sup>th</sup> September 1977.

7. **"The Governors"** are appointed under the terms of the Memorandum and Articles of Association of the Trustee dated 15<sup>th</sup>

June 1999. The Governors are the School's Charity Trustees and have overall responsibility for the School.

8. **"The Head Mistress"** is the person appointed by the Governors to be responsible for the day to day running of the School and that expression includes those to whom any duties of the Head Mistress or of the Governors have been reasonably delegated and in particular the Bursar.

9. **"The Parents"/"You"** means those who have signed the Acceptance Form and/or who have adopted parental responsibility for the Pupil's attendance at the School. The Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name; to continue the Pupil's education at home and to ensure that the Pupil maintains appropriate standards of punctuality, diligence and discipline. Those who have "parental responsibility" are legally entitled to receive relevant information about the Pupil unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare of the Pupil.

10. **"The Pupil"** is the child who has been admitted to the School at the request of the Parents and (where applicable) is the person named on the Agreement Form as the Pupil.

### ADMISSION AND ENTRY TO THE SCHOOL

11. **Registration and Admission:** Pupils will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us, the non-returnable Registration Fee paid and the subsequent Examination Application Form has been completed and returned to the School by the closing date. Admission will be subject to the availability of a place and the Pupil satisfying the admission requirements at the time. **"Admission"** occurs when Parents accept the offer of a place. **"Entry"** is the date when the Pupil attends the School for the first time under this contract.

12. **Equal Opportunities:** The School is a non-denominational day school for girls and welcomes staff and pupils from many different ethnic groups, backgrounds and creeds and human rights and freedoms are respected. We have limited facilities for the disabled but we will do our best to make reasonable adjustments in order to accommodate the needs of members of the staff and pupils who have disabilities.

13. **Offer of a Place and Deposit:** A deposit (**"Acceptance Deposit"**) and a text book deposit (**"Text Book Deposit"**) as shown on the Fees List contained in the Information Booklet for the relevant year will be payable when Parents accept the offer of a place by returning a completed and signed Acceptance Form to the School. The Acceptance Deposit will be repaid without interest by means of a credit to the final terms fees or other sums due to the School on leaving. The Text Book Deposit to defray the cost of lost textbooks is retained until the Pupil leaves the School. Until credited, the deposits will form part of the general funds of the School.

### PASTORAL CARE

14. **Definition:** Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each Pupil and the integrity of the

school community. Any question or concern about the pastoral care of a Pupil should be notified immediately to a member of staff or in the case of a serious concern should be notified in writing to the Head Mistress.

**15. Our Commitment:** We will do all that is reasonable to safeguard and promote your daughter's welfare and to provide pastoral care to at least the standard required by law and often to a much higher standard. We will respect your daughter's human rights and freedoms which must, however, be balanced with the lawful needs of the school community and the rights and freedoms of others.

**16. Pupil's Rights:** A Pupil of sufficient maturity and understanding has certain legal rights which the School must observe. These include the right to give or withhold her consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both Parents. If a conflict of interest arises between a Parent and a 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 Parent. Please see also clause 31 below.

**17. Head Mistress's Authority:** The Parents authorise the Head Mistress to take and/or authorise in good faith all decisions which the Head Mistress considers on proper grounds will safeguard and promote the Pupil's welfare.

**18. Aims and Ethos:** The aims and ethos of this School must be such as to foster good relationships between members of the staff, the Pupils themselves and between members of the staff and Pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupils and Parents and we expect the same of Pupils and Parents in relation to the School.

**19. Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a Pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare.

**20. Disclosures:** The Parents confirm that they have disclosed or will as soon as possible disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of her immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's security.

**21. Confidentiality:** The Parents authorise the Head Mistress to override their own and (so far as they are entitled to do so) a Pupil's rights of confidentiality and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote a Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. Parents consent to girls having access to the Internet and email and should know that girls are made aware of the I.C.T. Code of Conduct. The School reserves the right to monitor the Pupil's e-mail communications and internet use while she is at the School.

**22. Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil.

**23. Leaving School Premises:** The School is unable to prevent a Pupil leaving school premises in breach of the School's Code of Conduct and is not legally entitled to do so in the case of a Pupil aged 16 years or over.

**24. Residence During Term Time:** Pupils are required during term time to live with a Parent or legal guardian or with an education

guardian approved by the School. The Head Mistress must be notified in writing immediately if a Pupil will be residing during term time under the care of someone other than a Parent.

**25. Communication with Parents:** With the exception of communication regarding cancellation, withdrawal and notice of withdrawal the School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless other arrangements are made and any communication from the School to any such person as having been made to each of them.

**26. Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing, the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.

**27. Education Guardians:** A Pupil whose Parents are resident outside the United Kingdom must have an education guardian 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 can accept no responsibility during exets, during half term or the holidays for Pupils whose Parents are resident abroad and the Parents and guardians of such Pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing appropriate education guardians rests solely with the Parents but the School may be able to assist. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.

**28. Absence from School:** Parents are requested not to make holiday arrangements that require pupils to miss days during term-time. If, in exceptional circumstances, Parents wish Pupils to be absent from school, permission must be sought, in writing from the Head Mistress at least three days in advance.

**29. Pupils' Personal Property:** Pupils are responsible for the security and safe use of all personal property including money, locker keys, watches, laptop computers, musical instruments and sports equipment, and for property lent to them by the School. Parents should make appropriate insurance arrangements in each case. A Pupil may not bring any item of equipment on to school premises which runs off mains electricity without the prior written permission of the Head Mistress or the Bursar.

**30. Liability and Insurance:** The School does not, unless negligent, accept responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances that are prescribed by law. All other insurances are the responsibility of the Parents including insurance of the Pupil's personal property.

**31. Photographs:** It is the custom and practice of most independent schools, and of this School, to include some photographs or images of Pupils in the School's promotional material such as the prospectus and website. We would not disclose the name or home address of a Pupil without the Parent's consent. Parents who do not want their daughter's photograph or image to appear in any of the School's promotional material must make sure their daughter knows this and must write immediately to the Bursar requesting an acknowledgement of their letter. Parents wishing to take photographs or record images of their daughter during School events such as dramatic or musical performances or at sporting fixtures may do so provided that this is for personal viewing by the Pupil and her immediate family only.

**32. 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.

## EDUCATIONAL MATTERS

**33. Commitment:** Within the published range of the School's provision, we 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, and often to a much higher standard.

**34. Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head Mistress, is most appropriate to the community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Pupils. Any Parent who has specific requirements or concerns about any aspect of their daughter's education or progress should contact their daughter's form teacher, or any other appropriate member of staff, as soon as possible, or contact the Head Mistress in the case of a serious concern.

**35. Progress Reports:** The School monitors the progress of each Pupil and reports regularly to Parents by means of meetings and full written reports. Where the Parents are separated or divorced duplicate reports will be issued and separate meetings with teaching staff can be arranged upon written request unless this is prevented by a court order or a pupil of sufficient maturity and understanding expresses a contrary wish.

**36. Personal and Social Education:** All Pupils will receive personal and social education appropriate to their age in accordance with the curriculum from time to time.

**37. Public Examinations:** The Head Mistress may, after consultation with a Parent, decline to enter a Pupil's name for a public examination if, when exercising professional judgement, the Head Mistress 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.

**38. Reports and References:** Information supplied to Parents and others concerning the progress and character of a Pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

**39. Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are not qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties. However, there is a Study Support Co-ordinator, with a specialist qualification in teaching pupils with specific learning difficulties, who liaises closely with subject staff to ensure that appropriate support is offered throughout a Pupil's time in the School.

**40. Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. The Upper Third (Year 7) are screened during their first year and Parents will be notified if screening tests suggest the possible presence of a learning difficulty. An individual screening can be arranged with the Study Support Co-ordinator and may, if Parents wish, be followed up by a formal assessment by an Educational Psychologist, at their expense.

**41. Information about Learning Difficulties:** Parents must notify the Head Mistress in writing if they are aware or suspect that a Pupil (or anyone in her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. In exceptional circumstances Parents may be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Head Mistress and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a Pupil's special educational

needs. Remedial teaching provided by the School will be charged as an extra.

**42. Moving up the School:** It is assumed that each Pupil who satisfied the relevant criteria at the time will progress through the School and will ultimately complete the Upper Sixth Year (Year 13). Under normal circumstances Parents will be consulted before the end of each Spring Term if there is any reason why their daughter may be unable to satisfy the relevant criteria at the time. Parents must give a term's notice in writing, in accordance with the Provisions about Notice (below) if they do not intend their daughter to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.

**43. Intellectual Property:** The School reserves all rights and interests in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of a Pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge the Pupil's role in creation/development of intellectual property.

**44. Pupil's Original Work:** Copyright in the Pupil's original work, such as classroom work, homework, projects, examination scripts, paintings and computer generated material, belongs to the Pupil. Most such work will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at the school premises until it is appropriate to release the work to the Pupil. We 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 Mistress and staff.

**45. School Visits:** A variety of school visits will be provided for your daughter while she is a Pupil here including residential and non-residential visits for whole forms or groups of girls within or outside the United Kingdom. Parents consent to the Pupil's participation in non-residential School visits. School visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of certain visits will be charged as an extra on the School fee bill. The Pupil is subject to good discipline in all respects whilst engaged in a school visit. Additional costs of special measures necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline may be added to the bill.

## BEHAVIOUR AND DISCIPLINE

**46. School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governors to the Head Mistress. The Head Mistress is entitled to exercise a wide discretion in relation to the School's Code of Conduct, policies and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of a Pupil is at issue.

**47. Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. 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 be well-behaved and will comply with the School's Code of Conduct.

**48. The School's Code of Conduct** which applies will be published from time to time. Parents and Pupils have an opportunity on request to see the Code of Conduct before they accept the offer of a place.

**49. School Discipline:** The Parents hereby confirm that they accept the authority of the Head Mistress and of other members of staff on the Head Mistress's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of

each Pupil and the school community as a whole. The School's disciplinary policy which is current at the time applies to all Pupils when they are on school premises, or in the care of the School, or wearing school uniform, or otherwise representing or associated with the School.

**50. Investigative Action:** A complaint or rumour of misconduct will be investigated. A Pupil may be questioned and her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that her Parents are informed as soon as possible and that the Pupil is accompanied and assisted by a Parent, guardian or teacher of the Pupil's choice.

**51. Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head Mistress before a decision is taken in such a case. In the absence of a parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of her choice.

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

**53. Drugs and Alcohol:** A Pupil may be given the opportunity to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of the School's Code of Conduct. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

**54. Terminology:** In these Terms and Conditions "Suspension" means that a Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation. "Withdrawal" means that the Parents have withdrawn the Pupil from the School. "Exclusion" means that the Pupil may not return to School until arrears of Fees have been paid. "Expulsion" and "Removal" mean that the Pupil has been required to leave the School permanently in the circumstances described below. "Released Home" means that the Head Mistress has consented to the Pupil being away from School for a specified period.

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

**56. Expulsion:** A Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of school discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head Mistress shall act with procedural fairness in all such cases.

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

**58. Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School, if, after consultation with a Parent, the Head Mistress is of the opinion that the Pupil's conduct or progress

has, after due warnings, been inconsistent with the standards required, or if the Pupil, in the judgement of the Head Mistress, is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a Parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Head Mistress shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School (see "Appeal Procedure" below).

**59. Fees Following Removal:** If the Pupil is removed in the circumstances described above (clause 54) the rules relating to Fees and Deposit shall be the same as for expulsion save that the Deposit will be refunded in full without interest.

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

**61. Appeal Procedure:** Parents may ask for a Governor's review of a decision involving a severe penalty, such as expulsion or a lengthy suspension. The request must be made to the Clerk to the Governors within fourteen days of the decision being notified to the Parents. The Head Mistress shall, at her absolute discretion, decide whether or not to reinstate the Pupil, pending the outcome of an appeal. The Clerk shall arrange for a panel of Governors to hear the appeal as soon as practicable and not less than seven days' notice shall be given. At that time Parents will be able to submit written evidence in advance of the hearing and will be supplied with copies of all the relevant documentation. The panel shall consist of three Governors, none of whom is conversant with the matters relating to the appeal. Failure of the Parents and/or Pupil to attend a hearing without good cause or due notice shall not invalidate the proceedings of the panel. The panel will announce its decision to the Parents and/or Pupil personally immediately after the hearing.

## MEDICAL MATTERS

**62. Medical Examination:** There is a School Doctor and a School Nurse and all new Pupils will have a routine medical examination.

**63. Medical Information:** Throughout any Pupil's time at the School, the School Doctor or School Nurse shall have the right to disclose confidential information about the Pupil if she considers that it is 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.

**64. Emergency Medical Treatment:** The Parents authorise the Head Mistress to consent on behalf of the Parents to the Pupil's receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted at the time.

**65. Medication:** All medication for pupils will be kept locked in the medical room for safe keeping, with the exception of Epipens, Asthma inhalers or Insulin which can be carried by the pupil.

## FEES

**66. Definition:** "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: **Registration Fee, Acceptance Deposit, Text Book Deposit, Extras and Late Payment charges** if incurred. Other items incurred by the

School or the Pupil may be charged as Extras. The Pupil is for these purposes agent of the Parents. Damage done by a Pupil, other than fair wear and tear, may be separately invoiced and must be paid as an Extra.

**67. Payment of Fees:** The Parents undertake to pay the Fees which apply. Where the Parents are separated or divorced duplicate invoices will be issued upon the written request of both parents. Fees are payable by the first day of each term either by termly or monthly Direct Debit unless Parents have entered into a prior agreement with the Bursar.

**68. Refund/Waiver:** Fees will not be refunded or waived for absence through illness; in the event of a terrorist attack; if a term is shortened or a vacation extended; or if a Pupil is released home after public examinations or otherwise before the normal end of term (provided that the School remains open to a Pupil who wishes to stay at School during that period); or for any cause except at the discretion of the Head Mistress or where there is a legal liability to make a refund. This is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules apply (set out above) when a Pupil is expelled or removed. In addition, fees will not be refunded in the event of an emergency or terrorist attack.

**69. Exclusion for Non-Payment:** The right is reserved to exclude a Pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to Appeal will not normally arise. The School may also withhold any information or property while Fees are unpaid but will not do so in a way that would cause direct and identifiable prejudice to the legitimate rights and interests of the Pupil. **A Pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion.** A term's Fees in lieu of notice will be payable.

**70. Late Payment:** The right is reserved to make late payment charges for any fees not received by the first day of each term. Details of late payment charges are available from the Bursar. Such charges are recoverable by legal action if necessary. Cheques and other instruments delivered at any time after the first day of term will be presented for payment immediately and will not be considered as payment until cleared.

**71. Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only.

**72. Appropriation:** The Parents agree that a payment made in respect of one daughter may be appropriated by the School to the unpaid account of the other daughter of those Parents.

**73. Payment of Fees by a Third Party:** An agreement with a third party to pay the fees or any other sum due to the School does not release the Parents from any liability under these Terms and Conditions unless an express release has been given in writing signed by the Bursar. The School reserves the right to refuse a payment from a third party.

**74. Scholarships and Bursaries:** Every scholarship, exhibition, bursary or other award or concession is a privilege and is subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer.

**75. Fee Increases:** Fees are reviewed annually and are subject to increase from time to time and a term's notice will be given in writing.

**76. Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of the person who is paying the Fees.

## PROVISIONS ABOUT NOTICE

**77. Notice to be given by Parents** means (unless the contrary is stated in these Terms and Conditions) a term's written notice addressed to and actually received by the Head Mistress personally.

**78. Provisional Notice** is valid only for the term in which it is given and only when written and accepted in writing by the Head Mistress.

**79. Fees in lieu (of notice)** means Fees in full for the term of notice at the rate that would have applied had the Pupil attended and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession.

**80. "A term's notice"** to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given **in writing** if the Parents **wish to cancel a place** which they have accepted, or if Parents **wish to withdraw a Pupil** who has entered the School; or if the **Pupil wishes to discontinue extra tuition**.

**81. Cancelling Acceptance:** The cancellation of a place which has been accepted is normally a breach of contract which can cause long term loss to the School if it occurs after other families have taken their decisions about schooling for their daughters. If the Parents cancel their acceptance of a place after the final day of the term preceding the term of entry or the Pupil does not join the School after a place has been accepted and not cancelled, a term's Fees will be payable and the deposit will be credited to the account. Parents who cancel acceptance at any time up to and including the final day of the term preceding the term of entry will not be required to pay Fees in lieu of notice but the deposit will be retained by the School. Cases of serious illness or genuine hardship may receive special consideration on written request.

**82. Withdrawal by Parents:** If a Pupil is withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question whether or not the place can be filled. The charge to a term's Fees represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary also to promote stability and the School's ability to plan its staffing and other resources.

**83. Prior Consultation:** It is expected that a Parent or duly authorised education guardian will in every case consult personally with the Head Mistress before notice of withdrawal is given.

**84. Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.

**85. Discontinuing Extras:** A term's written notice should be given to the Bursar if Extras are to be discontinued.

**86. Termination by the School:** The School may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal. The School would not terminate the contract without good cause and full consultation with Parents and the Pupil (where appropriate), and would offer the Parents the opportunity to Appeal to Governors.

## EVENTS BEYOND THE CONTROL OF THE PARTIES

**87. Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

**88. Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

**89. Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 96 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

#### **GENERAL CONTRACTUAL MATTERS**

**90. Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of the Terms and Conditions subject to below.

**91. Third Party Rights:** Only the School and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter or behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

**92. Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole and headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions.

**93. Jurisdiction:** This contract was made at The Godolphin and Latymer School and is governed exclusively by English law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

The Godolphin and Latymer School (Charity Registration number 312699) is administered by The Godolphin and Latymer School Foundation a charitable company limited by guarantee (Company Registration number 3598439).

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