

**The Godolphin and Latymer School**  
**Iffley Road, Hammersmith, London, W6 0PG**  
**Telephone: 020 8741 1936 Facsimile: 020 8735 9520**

## **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. These Terms and Conditions reflect the custom and practice of independent schools for many generations and together with:

- i. the letter of offer;
- ii. the conditions of award if applicable;
- iii. the acceptance form; and
- iv. the fees list

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

**2. Variations:** these Terms and Conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.

**3. Change:** This School, as any other, is likely to undergo a number of changes during the time your daughter 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.

**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 provided with reasons for any material change and where possible given at least a Term's notice of a change of ethos or culture, change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care, or a change of ownership where such changes are not temporary.

**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"/"Us":** means 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 as amended.

**7. "The Governors":** means the Governors of the School who are appointed under the terms of the Articles of Association of the Trustee dated 21<sup>st</sup> June 2011 (as amended). The Governors are the School's Charity Trustees and have overall responsibility for the School.

**8. "The Head":** means the person appointed by the Governors to be responsible for the day to day running of the School.

**9. "The Parents"/"You"** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, 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.

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

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

### **ADMISSION AND ENTRY TO THE SCHOOL**

**12. Registration and Admission:** Applicants 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 Entry Form has been completed and returned to the School by the closing date. The Admissions requirements are set out in the School's Admissions Policy current at the time and published on the School's website. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. "Admission" occurs when Parents accept the offer of a place. "Entry" occurs on the date when the Pupil attends the School for the first time under these Terms and Conditions.

**13. Equality:** The School is a non-denominational day school for girls and welcomes staff and pupils from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.

**14. Offer of a Place and Deposits:** A deposit ("Acceptance Deposit") and a text book deposit ("Text Book Deposit") as shown on the fees list for the relevant year will be payable when Parents accept the offer of a place. The Acceptance Deposit, and the Text Book Deposit, will be retained in the general funds of the School. The Acceptance Deposit will be credited to the fees invoice for the final Term unless stated otherwise in these Terms and Conditions. The Text Book Deposit will be repaid during the Term immediately after the Pupil has left the School less the cost of any lost text books or other School property including electronic devices unless stated otherwise in these Terms and Conditions.

**15. Additional deposit:** For reasons of administration, the right is reserved to require payment by parents of an additional deposit (Additional Deposit), as shown on the fees list for the relevant year, in the case of a pupil whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these Terms and Conditions.

**16. Immigration:** The School does not hold a Child Student sponsor licence. The Parents must inform the Head when returning a completed registration form or at any other time if their child does not have the right to live and study in the United Kingdom. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at the School. Please also see clause 102.

## PASTORAL CARE

**17. 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.

**18. Complaints:** expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by us must be notified immediately to the School as soon as practicable. Parents will remain courteous and respectful at all times in their dealing with the School regardless of any complaint (please see also the 'Parental Co-operation and Communication with the School' document). A copy of the School's Complaints Procedure can be supplied on request.

**19. The School's Commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs of the school community and the rights and freedoms of others. The Parents agree that the Head has the right to require the Pupil to remain away from the School temporarily at the home of her Parents or education guardian:

- i. Pending the outcome of an investigation (please see also clause 56 below); or
- ii. if she considers that the Pupil's presence at the School presents a risk to the Pupil herself or to any other pupil.

Please also see the section below on Behaviour and Discipline.

**20. Pupil's Rights:** A Pupil, if 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 the Parent and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.

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

**22. Ethos:** The ethos of this School is to foster good relationships between pupils and between members of the staff and the 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 the Pupil and the Parents in relation to the School or its staff.

**23. Physical Contact:** The Parents consent to such physical contact with the Pupil:

- i. as may accord with good practice; or
- ii. as may be appropriate and proper for teaching and instruction; or
- iii. for providing comfort to the Pupil in distress; or

- iv. to maintain safety and good order; or
- v. in connection with the Pupil's health and welfare.

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

**24. Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:

- i. any known medical condition, health problem or allergy affecting the Pupil;
- ii. any history of a learning difficulty on the part of the Pupil or any member of her immediate family;
- iii. any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
- iv. any family circumstances, court proceedings or court order which might affect the Pupil's welfare or happiness;
- v. any concerns about the Pupil's safety;
- vi. any significant change in the financial circumstances of the Parents in receipt of a bursary from the School;
- vii. if it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.

**25. Confidentiality:** The Parents authorise the Head 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. The School reserves the right to monitor the Pupil's use of e-mail, the internet and mobile electronic devices while she is at the School. Please see the School's Code of Conduct for Pupils' Use of ICT.

**26. 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 or any other member of the School community.

**27. Leaving School Premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if she leaves the School premises in breach of the School's Code of Conduct. The School is not legally entitled to prevent a Pupil aged 16 years or over from leaving School premises during School hours.

**28. Residence During Term Time:** The Pupil is required during term time to live with a Parent or legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately if a Pupil will be residing during term time under the care of someone other than a Parent or her education guardian.

**29. Communications from Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of notice for the cancellation of a place or the withdrawal of the Pupil from the School. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 92 below.

**30. 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.

**31. Education Guardians:** The Parents if resident outside the United Kingdom must before Entry appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility for the Pupil when she is in the care of the Parents or the Education Guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, well in advance. The Parents are responsible in each case for making suitable arrangements to appoint an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details. The Parents shall upon request provide such further information to the School as it reasonably requires to satisfy itself that the proposed appointment and or arrangements are suitable. Failure to provide such information upon request may constitute unreasonable behaviour. See clause 64.

**32. Absence from School:** Parents are requested not to make holiday arrangements that require pupils to miss days during term-time. If, in exceptional circumstances, the Parents wish the Pupil to be absent from the School, permission must be sought, in writing from the Senior Deputy Head (Pastoral) at least three days in advance.

**33. Pupils' Personal Property:** The Pupil is responsible for the security and safe use of all personal property including money, locker keys, watches, laptop computers, mobile electronic devices, 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 Bursar.

**34. Liability and Insurance:** Unless negligent or guilty of some other wrong doing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property. 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. The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School sponsored activity away from School premises.

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

- i. use in the School's promotional material such as the prospectus, the website or social media;
- ii. press and media purposes;
- iii. educational purposes as part of the curriculum or extra-curricular activities.

Please see 'How We Use Your Information' (the School's privacy notice for parents and pupils) for more information about how the School uses photographs and videos of pupils. The School may seek specific consent from the Parents before using a photograph or video recording of the Pupil where the School considers that the use is more privacy intrusive. Where the Pupil is of sufficient maturity (usually when aged 12 years or older) We may seek the Pupil's specific prior consent in addition to or instead of the Parents' consent. We would not disclose the home address of a Pupil alongside a photograph or video without the Parent's consent.

**36. Request for confidentiality:** The Parents may ask us to keep information about the Pupil confidential. For example, the Parents may ask us not to use photographs of the Pupil in promotional material or ask us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential they must immediately contact the Bursar in writing, requesting an acknowledgment of their letter.

**37. 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**

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

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

**40. 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.

**41. Relationships and Sex Education:** The Pupil will receive health and life skills education including relationships and/or sex education appropriate to their age in accordance with the curriculum from time to time, unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in part or all of the sex education aspect of the curriculum. The Pupil cannot be withdrawn from relationships education.

**42. Public Examinations:** The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, when exercising professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence.

**43. Reports and References:** Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, 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.

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

**45. Screening for Learning Difficulties:** The screening tests available to schools are indicative only: they are not infallible. 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 Individual Learning Co-ordinator and may, if Parents wish, be followed up by a formal assessment by an Educational Psychologist, at their expense. The Parents agree to cooperate fully with any investigation of the Pupil's educational needs and refusal to do so may be regarded as unreasonable behaviour. See also clause 64 (iii).

**46. Information about Learning Difficulties:** The Parents shall notify the Head when completing the Confidential Information Form,

and subsequently in writing at any time if they are aware or suspect that a Pupil has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Pupil's place will be cancelled, or, once the Pupil has started, the Parents will be asked to withdraw the Pupil, without further charge if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for a Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching, where it is lawful to do so

**47. Moving up the School:** It is assumed that if the Pupil satisfies the relevant criteria at the time she 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. Similarly, it is expected that if the Parents intend to apply to another school or sixth form college for their daughter they will consult with the Head at the earliest opportunity. Unless the Pupil will be leaving at the end of Year 13 the 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.

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

**49. Pupil's work:** 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. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. 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 and staff.

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

- i. visits (including overnight or residential stays) which take place during the weekends or school holidays; or
- ii. non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day; or
- iii. adventure activities which may take place at any time; or
- iv. visits that cost less than £50.

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

**51. The Cost of School Visits:** The School will advise the Parents in advance of any additional costs associated with a school visit, including those visits described in clause 50 (i) to 50(iii) above. The cost of such a visit or any visit with a cost in excess of that stated in clause 50 (iv) will be payable in advance and may be subject to a separate agreement. All 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. The School reserves the right to prevent the Pupil taking part in a school visit while overdue fees remain unpaid or if the Pupil leaves the School before the date of the visit.

## BEHAVIOUR AND DISCIPLINE

**52. School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governors to the

Head. The Head 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 the Pupil is at issue. The Parents accept that the School's policies, procedures and regime may be subject to change at short notice, if in the opinion of the Head it is deemed appropriate to do so in the circumstances prevailing at the time.

**53. Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will take a full part in the activities of the School, will attend each school day, will be punctual, will work hard, will be well-behaved and will comply with the School's Code of Conduct.

**54. The School's Code of Conduct** which applies will be published from time to time and is included in the Behaviour policy available on the website. The Parents are requested to read the Code of Conduct carefully with the Pupil before they accept the offer of a place.

**55. School Discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's policies on behaviour and discipline current at the time and published on the School website apply to all pupils at the School and at all times when the Pupil is in or at school, representing the School or wearing School uniform, travelling to or from School, on School-organised trips or associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.

**56. Investigative Action:** An allegation, complaint or rumour of misconduct will be investigated. The 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. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, unless the School is prevented from doing so by the police if they are involved. If considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parents' expense.

**57. Procedural Fairness:** Investigation of an allegation, complaint or rumour which could lead to the 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 before a decision is taken in such a case. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of her choice.

**58. 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 has acquired during an investigation.

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

**60. Sanctions:** The School's current policies on sanctions are available to the 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, Suspension, or alternatively Removal or Expulsion.

**61. Definition of Sanctions:** 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 the Head requires her to remain away from the School in the circumstances described in clause 19 above or pending the outcome of an investigation. "Withdrawal" has the meaning set out in clause 94. "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 has consented to the Pupil being away from School for a specified period.

**62. Expulsion:** The 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 shall act with procedural fairness in all such cases. The Head's decision to expel shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 67 and clause 68 below.

**63. Fees following Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or Text Book Deposit or of the Fees for the current or past terms, but the Additional Deposit (if paid) will be refunded without interest less any sums owing to the School. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the School, arrears of Fees and other sums due to the School will be payable.

**64. Removal in other Circumstances:** Parents may be required, to remove the Pupil permanently from the School, if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that:

- i. the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or
- ii. by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School and/or the community life offered by the School; or
- iii. one or both of the Parents have behaved unreasonably including but not limited to if they have treated the School or members of its staff or any member of the School community unreasonably (the document 'Parental Co-operation and Communication with the School' includes some non-exhaustive examples); then

in these circumstances, and at the sole discretion of the Head, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School. The Head's decision to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 67 and clause 68 below.

**65. Fees Following Removal:** If the Pupil is removed in the circumstances described above (clause 64) the rules relating to Fees shall be as set out in clause 63 above save that the Acceptance Deposit, Text Book Deposit and Additional Deposit (if paid) will be refunded without interest less any sums owing to the School.

**66. Leaving Status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after expulsion or removal or withdrawal.

**67. Governor's Review:** The Parents may request a review by Governors (Governor's Review) of a decision to expel or require the removal of the Pupil from the School (but not a decision to suspend the

Pupil unless the suspension is for 11 School days or more, or would prevent the Pupil taking a public examination). The Head will advise the Parents of the Governors' Review procedure current at that time when she informs the Parents of her decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

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

**69. Complaints procedures:** A complaint as described in clause 18 above but which does not involve an Expulsion or Removal of the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

## MEDICAL MATTERS

**70. Medical declaration:** Before the Pupil enters the School the Parents will be asked to complete a Confidential Medical Questionnaire concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.

**71. Medical care:** The Parents must comply with the School Nurse's recommendations which may include a reasonable decision to release the Pupil home or to her education guardian when she is unwell.

**72. Medical Examination:** Pupils will have a routine health check carried out by the School Nurse usually during their first year at the School. Arrangements can be made on request for the Parents to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding.

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

**74. Medical Information:** Throughout the Pupil's time at the School, the School's medical team shall have the right to disclose confidential information about the Pupil if they consider 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.

**75. Emergency Medical Treatment:** The Parents authorise the Head to consent on behalf of the Parents to the Pupil's receiving emergency medical treatment where certified by an appropriately qualified person to be necessary for the Pupil's welfare and if the Parents cannot be contacted at the time.

**76. Medication:** If the Pupil requires medication for a specific and ongoing condition the Parents should ensure that the Pupil's medication is carried on their person for emergency use.

## FEES

**77. Definition:** "Fee" and "Fees" may include alone or in any combination any of the: Registration Fee, Acceptance Deposit, Additional Deposit, Text Book Deposit, fees for extra tuition, other extras such as clothing or equipment, photographs or other items ordered by the Parents or Pupil or charges arising in respect of school visits, or damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) or bank charges arising from default in Fees payment or Late Payment charges if incurred.

**78. Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the School Term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.

**79. 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 liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing signed by the Bursar. The School reserves the right to refuse a payment from a third party.

**80. Indemnity:** If the School is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.

**81. Refund or Waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded, reduced or waived if:

- i. the Pupil is absent through illness; or
- ii. a Term is shortened or a vacation extended; or
- iii. the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or
- iv. the School is temporarily closed due to adverse weather conditions; or
- v. for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

See also Clauses 103 to 106 below for information about events beyond the control of the parties.

**82. Exclusion for Non-Payment:** The School may exclude the Pupil by providing written notice if at any time Fees are overdue for payment or if the Parents fail to provide information reasonably requested by the School about the identity of the payer of any Fees or the source of the funds. If the Pupil is excluded for a period of 28 days, she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with clauses 91 to 102 below. Exclusion in these circumstances is not a disciplinary matter and the right to a Governor's Review will not normally arise. The School may also withhold any information, character references or property while Fees remain overdue where it is lawful to do so.

**83. Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis. The Parents shall be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.

**84. Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance of Fees, as set out in clause 83 above.

**85. Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one daughter may be appropriated by the School to the unpaid account of any other daughter of those Parents.

**86. Instalment arrangements:** An agreement by the School to accept payment of current and / or past and /or future Fees by

instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these Terms and Conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

**87. Scholarships and Bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary 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.

**88. Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the School written notice of withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of notice and the Acceptance Deposit, Text Book Deposit and Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.

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

**90. Identity of Fees payer:** From time to time the School may need to obtain satisfactory evidence, such as sight of a passport, of the identity of a person who is paying Fees. The parties will comply with the School's Anti-Money Laundering policy, a copy of which is available from the School on written request.

#### PROVISIONS ABOUT NOTICE

**91. Term:** means the period between and including the first and last days of the relevant school term.

**92. Notice:** means (unless the contrary is stated in these Terms and Conditions) a term's written notice given by:

- i. both Parents; or
- ii. one of the Parents with the prior written consent of the other parent; and
- iii. in either case the prior written consent of any other person with Parental Responsibility where appropriate

before the first day of Term addressed to and received by the Head personally or the Bursar on the Head's behalf. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Pupil. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days, during term time, of the date of the Notice. The Parents should contact the School if no acknowledgment of the Notice is received from the School within seven days of the day of the Notice.

**93. Cancel or Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see clause 12 above for details of when Entry to the School occurs.

**94. Withdraw or Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these Terms and Conditions at any time after the Pupil has entered the School. Please see clause 12 for details of when Entry to the School occurs.

**95. A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term. .

**96. Fees in lieu of Notice** means Fees in full at the rate applicable for the next Term following termination by the Parents on less than one full Term's Notice, or the Pupil is excluded for more than 28 days for

non-payment of Fees as set out in clause 82. Fees in lieu of Notice is not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability at the School and to enable it to plan its staffing and other resources.

**97. Termination by the Parents:** Except when the Pupil is to leave at the end of Upper Sixth (Year 13) or clause 99 below applies, if the Parents wish to Withdraw the Pupil or Cancel and terminate this contract at any time they shall do so either by:

- i. providing at least one Term's Written Notice. If the Parents Cancel by providing at least one Term's Written Notice the School shall retain the Acceptance Deposit and Text Book Deposit; or
- ii. paying one Term's Fees in lieu of Notice.

The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees in lieu of Notice.

**98. Other Notice Requirements:** The requirements in 97 shall also apply if following the GCSE year or Year 12, the Pupil will not return for the following year even if she has achieved the required grades.

**99. Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may Cancel and terminate this contract by notifying the School in writing at any time before Entry but they shall pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit and Text Book Deposit, payable as a debt. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.

**100. Prior Consultation:** It is expected that the Parents or duly authorised education guardian will in every case consult personally with the Head before Notice of Withdrawal is given.

**101. Discontinuing extra tuition:** A Term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.

**102. Termination by the School:** The School may terminate this agreement:

- i. on one Term's written Notice sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit, Text Book Deposit and the Additional Deposit (if paid), will be refunded without interest less any outstanding balance of Fees; or
- ii. on reasonable notice if in the professional opinion of the Head the School is unable to provide all or a significant proportion of the educational services to the Pupil; or
- iii. immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School; or
- iv. immediately where after seven days from the School requesting that they do so Parents have not made arrangements which the School considers are suitable with an education guardian or accommodation provider.

## EVENTS BEYOND THE CONTROL OF THE PARTIES

**103. Force Majeure:** An event beyond the reasonable control of the School or the Parents is a "Force Majeure Event" and shall include such events as:

- i. an act of God, fire, flood, drought, earthquake or other natural disaster;
- ii. war, riot, civil unrest, act of terrorism, strikes, industrial disputes;
- iii. outbreak of epidemic or pandemic of disease;
- iv. failure of utility service or transportation;

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

**104. Notification:** If either the School or the Parents is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party (the **Affected Party**) shall as soon as reasonably possible notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

**105. Continued Force Majeure:** the Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event continues for a period greater than 90 days from the date of notification, the Affected party who has provided notification under clause 104 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

**106. Termination:** If the Force Majeure Event continues for a total period greater than 120 days from the date of notification, the party in receipt of notification under clause 104 may terminate this contract by providing at least three working days' notice in writing to the other party.

## GENERAL CONTRACTUAL MATTERS

**107. Data protection:** The School has a parent and pupil privacy notice ('How we Use Your Information') which explains how the School will use the Parent's and the Pupil's personal data. The privacy notice is provided with the letter of offer and is also published on the School's website. The Parents must read the privacy notice in full before signing the acceptance form. The Parents must also show the Pupil a copy of the privacy notice and discuss it with her before accepting the offer of a place.

**108. Biometric information:** The School seeks the Parents' consent to the School obtaining and using the Pupil's biometric information in the form of fingerprint recognition as part of an automated biometric recognition system. This is sought via a separate consent form. If consent is given but one of the Parents subsequently wishes to withdraw consent to the processing of the Pupil's biometric information, he / she shall make the other Parent and the Pupil aware of this and shall notify the Bursar in writing immediately, requesting an acknowledgement of his / her letter. The School's biometric information notice is provided with the biometric consent form.

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

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

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

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

**113. Severability:** If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed

modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.

**114. Jurisdiction:** This contract was made at The Godolphin and Latymer School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the 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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