

LINGFIELD COLLEGE

TERMS AND CONDITIONS

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

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

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

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact our Admissions Team at admissions@lingfieldcollege.co.uk or telephone them on 01342 838153 to discuss.

1. Interpretation

1.1 Meanings of some words and phrases we use in these terms and conditions. In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

"**Acceptance Form**" means the form provided by the School for parents to complete when accepting a place for their child at the School;

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

"**Complaints Procedure**" means the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the School. It is not intended to form part of the contract between you and the School. A copy of the most up-to-date procedure is on the School's website and is otherwise available from the School at any time upon request;

"**contract**" has the meaning given in Clause 1.3 below;

"**deposit**" means the amount set out and referred to as the deposit in the Acceptance Form;

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

"**a half-term's notice**" means notice given not later than the day before the first day of term and expiring at the start of the half term holiday, or notice given the day before the first day or half day of the half term holiday and expiring at the end of term;

"**Head**" means the person appointed by the Governors of the School to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated;

"**Prep School**" and "**Senior School**" are divisions within the School for the ages of children as described on the School's website and in its prospectus, but are part of the same legal entity of the College as a whole;

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

"**School Rules**" means the body of rules of the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the current version of the rules is available on the School website. The School Rules will be provided to each child on entry. Where these are amended a copy of the updated version will be made available on the School website;

"**term**" means a term of the School as notified to parents from time to time;

"**a term's notice**" means **written** notice given not later than the day before the first day of the term *before* the term to which the notice relates¹.

"**terms and conditions**" means these terms and conditions as may be amended from time to time;

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1.2 below; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a holder of parental responsibility for the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words "**for example**", "**includes**" or "**including**". When we do use these words, it means that the examples that are given are not exclusive or intended to limit the application of the provision in question.

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

1.2 *Who we are.* We are Lingfield College, a company limited by guarantee registered in England and Wales, registration number 2072135, charity registration number 295598, registered office Racecourse Road, Lingfield, Surrey, RH7 6PH.

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

2. **Acceptance and Deposit**

2.1 *How you accept our offer of a place.* An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.

2.2 *The non-refundable status of the deposit.* **The deposit is not refundable if your child does not take up their place at the School.** The limited exception to this is where notice is given in accordance with Clause 3.1 below and the School actually fills the specific vacancy created by your child's withdrawal, in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs. You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to find a replacement.

2.3 *How we use the deposit.* Unless you have indicated that you would like to donate the deposit to the School's bursary fund, the deposit will form part of the general funds of the School until it is refunded

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

(without interest, and less any amounts owing to the School, including charges for unreturned books, or any other property belonging to the School) on your child's leaving (unless otherwise stated in these terms and conditions).

- 2.4 Requirement for you to increase the deposit amount. Where an offer of a place for your child to move from the Nursery to the Prep School or from the Prep School to the Senior School is accepted, you shall pay a further sum equivalent to the difference between the deposit already paid and the deposit payable for the Prep School or Senior School (as appropriate) to accept the place.

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

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

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

- 3.1 Notice to withdraw your acceptance of a place before your child joins the School. **If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must give us a term's notice to that effect.** This means that if, for example, your child is due to start at the School in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the day before the first day of the preceding summer term (ie, the final term of the previous academic year).
- 3.2 If we receive a term's notice. **If you provide a term's notice, you will lose the deposit (subject to repayment under Clause 2.2 above if the specific vacancy created by your child's withdrawal is actually filled by the School) but no further fees will be payable.**
- 3.3 If we do not receive that period of notice. **If you do not provide us with notice before the day before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees will be payable by you (whether or not your child takes up his or her place) and will become due and owing to the School upon demand as a debt. The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.**

4. School Fees, Supplemental Charges and Payment

- 4.1 What the fees include. Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of educating your child and, if applicable, facilitating our boarding provision.
- 4.2 What the fees do not include: supplemental charges. We refer to any items charged to you in addition to the fees as **supplemental charges**. By way of example:
- 4.2.1 any textbooks or materials or other associated costs;

- 4.2.2 any extra-curricular activities (such as individual music lessons, trips and visits) in which you agree in advance your child may participate and which need to be paid for;
- 4.2.3 coach charges for bringing your child to and from the School;
- 4.2.4 loss of books or equipment or damage done by your child or other than fair wear and tear; and
- 4.2.5 all public examination fees

will be supplemental to items met by the fees and will be charged as supplemental charges. Certain additional charges incurred by the School in providing for the special educational needs of your child which we have agreed with you in advance may also be charged as supplemental charges.

- 4.3 Fees charged by music teachers and other professional services. Fees charged to you by outside professionals for example peripatetic music teachers, which remain outstanding at the end of the term to which they relate will be settled by the School and the amount owing will be treated as a supplementary charge and will be added to your next invoice, the amount outstanding will become a debt owing to the School.
- 4.4 Applicable taxes. All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

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

- 4.5 Who is responsible for payment. **Each of you who has signed the Acceptance Form is jointly and severally liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own.** Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent. The only exceptions to this are set out in Clause 4.6 below.
- 4.6 How one person can remove him/herself from their payment responsibility and circumstances where the School may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract. A person who has signed the Acceptance Form may be removed from their payment responsibility under this contract by submitting a term's notice but that person **must** obtain the prior written consent of both the School and the other person who has signed the Acceptance Form before submitting such notice. Otherwise, each of you remains liable to the School for all of the fees and supplemental charges due in accordance with Clause 4.5 above UNLESS AND UNTIL the School (without obligation to do so) has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges.
- 4.7 How bursary and scholarship awards are treated.
 - 4.7.1 Every scholarship, award or bursary is conditional upon continuing high standards of behaviour, attendance and work. The terms of the award and in particular the terms upon which benefits may become repayable are set out in the offer letter (where applicable) from the School and/or the relevant awarding body to you.
 - 4.7.2 Bursaries are awarded on the basis that you will, promptly on each request, make a full and sufficient disclosure of your means supported by all necessary documentary evidence. A

failure to do so may result in assistance being withdrawn or reclaimed and in that event you will remain liable for the full amount of the Fees. All bursaries are reassessed annually and confirmation will be provided in writing to you prior to the beginning of each new academic year as to whether a bursary will be applied against the Fees payable for your child.

- 4.7.3 If your child has been awarded a scholarship or bursary your responsibility will be to pay for the amount of fees due after taking account of that award.
- 4.7.4 **An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you)) no longer merit the continuation of the award.**
- 4.7.5 **Withdrawal of an award is subject to the following provisions:**
- (a) **Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.** Where it appears likely to the Head that an award may be withdrawn from your child, you will be notified in advance and the required improvements will be confirmed in writing.
 - (b) If, in the Head's opinion, there is insufficient improvement in performance over such a period as the Head may determine you will be notified that the award has been withdrawn.
 - (c) The withdrawal will be implemented from the commencement of the term immediately following notification of the withdrawal of the award. If within fourteen (14) days of the sending of that notice you give notice to the School to withdraw your child from the School prior to the commencement of the term immediately following that notice, no fees will be payable by you for the term commencing immediately after your child is withdrawn and Clause 4.7.6 shall not apply, so that you will not be required to repay previous fee remissions in respect of the award. This will give you enough time to decide whether you want to continue to educate your child at the School.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it deals with the repayment of fee remissions which are made in respect of scholarships, awards or bursaries whilst your child is at the School and will be repayable to the School if your child is withdrawn prior to the end of his or her schooling.*

- 4.7.6 **Any fee remissions which are made in respect of scholarships, awards or bursaries whilst your child is at the School will be repayable to the School if your child is withdrawn prior to the end of his or her schooling, ie at the end of year 13. The only exception to this is if the School does not permit your child to enter the Senior School, or the sixth form (as the case may be) pursuant to Clause 8.2.**
- 4.8 How the fees are charged and payment requirements. The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. **Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term.** Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 4.6 above). The fees must be paid in full by direct bank transfer or direct debit on or before the first day of the term to which the invoice relates. **You must pay our fees and any other charges without assertion of any set-off or any other kind of deduction.** **-We may not allow your child to attend the School if you do not pay on time.**

- 4.9 Payment of supplemental charges. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the School's fees invoice. **All such supplemental charges must be paid in full by direct debit or direct bank transfer on or before the first day of the next term.**

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

- 4.10 Non-payment of fees: refusal to allow attendance. **We may refuse to allow your child to attend the School, withhold any references or withdraw sponsorship of your child's student visa (if applicable) while fees remain unpaid or there is a persistent failure by you to pay the fees on time.** Your child will be deemed withdrawn without notice 28 days after your child has been refused attendance if the fees remain unpaid at that time.
- 4.11 Non-payment of supplemental charges: refusal to participate in the relevant activity. **We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.**
- 4.12 We can charge interest if you pay late. If you do not make any payment to the School by the due date for payment (see Clauses 4.8 and 4.9 above) we may charge interest to you on the overdue amount at the rate of 3 per cent a year above the base rate from time to time of the School's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. **You must pay the School the interest together with the overdue amount.**
- 4.13 We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs we reasonably incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable debt recovery costs, and reasonable legal costs, ~~ie costs that would be allowable by the courts if judgment was made in the School's favour~~).
- 4.14 We can notify other educational institutions of your outstanding payments. **We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.**

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

- 4.15 Our ability to increase the fees. **We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5.1 below.**
- 4.16 Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.

- 4.17 Information on your identity and the source of funds. From time to time we may ask you to provide us with information, that we consider to be satisfactory, so that we can verify:
- 4.17.1 your identity;
 - 4.17.2 your child's identity;
 - 4.17.3 your child's right to enter, live and study in the United Kingdom; and
 - 4.17.4 the source of funds you are using to pay the fees.

You must provide the School with the information and documentation we ask for. The School reserves the right to carry out credit checks on any person responsible for the payment of fees and supplemental charges at any time.

- 4.18 Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. The School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.

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

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given.

5. Notice Requirements

- 5.1 Notice to withdraw your child from the School. **If you wish to withdraw your child from the School (other than at the normal leaving date which is at the end of year 13), you must give us a minimum of one term's notice to that effect.** This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (ie, at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before **the day before** the first day of the preceding summer term (ie, the final term of the preceding academic year).
- 5.2 If you do not give the School the notice required by Clause 5.1, you will have to pay fees for one clear term after the term in which your child leaves the School. Those fees will be payable as a debt on the earlier of the actual date of withdrawal or the date of your first indication of an intended date of withdrawal without the required notice. If your child has been awarded a scholarship, award or bursary, the sum discounted will not be taken into account for these purposes, and Clause 4.7.6 will apply to all previous fee remissions in respect of that award. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2.2 above) to the payment of any such debt.
- 5.3 Notice to change your child's place at the School. If you wish to change your child's place at the School from a boarding to a day place or from a termly to a weekly boarding place you must give a term's notice. If your child's place is changed other than following the required notice your fees will only be reduced from the date upon which a term's notice given at the same time as your actual notice would have expired.
- 5.4 Notice to withdraw your child from participating in an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you must either give a half-term's notice to that effect or pay to the School as a debt a half-term's charges for the activity in which

your child has ceased to participate. Music lessons require a Term's written notice. A half-term's written notice is required to discontinue use of the coach service, otherwise fees will continue to be payable for a further half term after use ceases.

5.5 *Withdrawal part-way through a term does not reduce the amount you owe to the School.* **It is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.**

6. School Rules

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

6.2 *We may undertake drugs and alcohol testing of your child.* **The School may undertake drug and alcohol testing of pupils in accordance with its Drug and Substance Misuse Policy.** The Drug and Substance Misuse policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.

6.3 *Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media.* **The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media.** We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7. Suspension, Exclusion and Required Removal

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

7.2 *Examples of offences punishable by suspension or exclusion.* The School Rules set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Head may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.

7.3 *The Head's discretion to require you to remove your child from the School.* Instead of exclusion or suspension, the Head may in his or her discretion require you to remove your child from the School if the Head considers that:

7.3.1 **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract; or

7.3.2 your child's attendance or progress at the School is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children. If this happens, Clause 5.2 (fees where the School has not received the required notice of withdrawal) will not apply and any prepaid fees and/or supplemental charges for the

period after the removal (including, if applicable, the deposit held by the School) will be refunded.

7.4 Following suspension, exclusion or removal from the School.

7.4.1 Should the Head exercise his or her right under Clause 7.1 , 7.2 or 7.3 you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed and (save in the case of suspension or in the circumstances referred to in the final sentence of this Clause) the deposit will be forfeited meaning that the School will retain the deposit. If you are required to remove your child from the School as a result of the Head exercising his or her discretion under Clause 7.3.2 then the deposit will be credited in the usual way (see Clause 2.3).

7.4.2 If your child is excluded or you are required to remove your child from the School, Clause 5.2 (fees where the School has not received the required notice of withdrawal) will not apply and any fees and/or supplemental charges that have been prepaid for or relating to any term after the exclusion/required removal will be refunded.

7.5 Impact of exclusion or required removal on this contract. The School's obligations under this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School, but your liability for accrued obligations including the payment of sums due will continue.

7.6 Your right to have decisions to exclude or require the removal of your child reviewed. You are entitled to have any decisions taken by the School and/or Head to suspend, exclude or require the removal of your child under this Clause 7 reviewed (but not a decision to suspend your child unless the suspension is for 11 school days or more, or would prevent your child from taking a public examination). The request must be made in writing as soon as possible and in any event within ten days of the decision being notified to you. Any such review shall be governed by the Exclusion Policy.

7.7 You may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of your child or of the School.

8. The School's Obligations

8.1 The period of your child's schooling. Subject to these terms and conditions, the School will accept your child as a pupil of the School and register your child on the School's statutory register from the time of joining the School until the end of his or her schooling, ie to the end of year 13.

8.2 If your child is accepted into the Prep School the School shall not be obliged to permit your child to enter the Senior School, and in any event the School shall not be obliged to permit your child into the sixth form, unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the Senior School or sixth form after the results of any relevant tests or exams, including (for the sixth form) GCSE or equivalent exams are known, and may make entry to the Senior School or sixth form conditional upon the results of such examinations. **However, except where the School agrees otherwise in writing and even where the School has imposed conditions on entry into the Senior School or sixth form, if you wish to withdraw your child prior to entering the Senior School or sixth form, Clause 5.1 applies and you will need to give us a term's written notice or pay us a term's fees in accordance with Clause 5.2.** The School may also make a decision regarding the continuation of your child's sixth form education when the results of your child's exams (whether public or internal) are known at the end of their lower sixth form studies.

- 8.3 *The scope of our duty to exercise reasonable skill and care for your child's education and welfare.* While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the direct supervision of a member of School staff.**
- 8.4 *Consent to participation in contact sports and similar activities.* Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- 8.5 *What happens if your child needs urgent medical attention.* If your child requires urgent medical attention while under the School's care, we will if practicable try to contact you to obtain your prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).**
- 8.6 *Our right to make changes at the School.* Our prospectus and website describe the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises)). For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus or on the website, as it may be that recent changes are not reflected in the current version. The prospectus and website are not part of any agreement between you and the School. If you wish to place specific reliance on a matter contained in the prospectus or on the website you should seek written confirmation of that matter before entering into this contract.
- 8.7 *We will give you notice of significant changes.* Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5.1 above.
- 8.8 *Monitoring your child's progress at the School.* We will monitor your child's progress at the School and produce regular written reports. **We will advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions.** A formal assessment can be arranged either by you or by the School at your expense.
- 8.9 *Refusal to allow your child to take a public exam.* The Head may, after consultation with you and your child, refuse to allow your child to begin the study of a subject which leads to a public examination or decline to enter your child's name for a public examination if, in the exercise of professional judgement, the Head considers that by doing so your child's prospects in other examinations would be impaired and/or if your child has not prepared for the examination with sufficient diligence, for example, because he or she has not worked or revised in accordance with advice or instruction from the staff.
- 8.10 *Religious observance and relationships and sex education (RSE) and health education.* Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School Rules.

9. The Parents' Obligations

9.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.

9.2 Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:

9.2.1 maintaining a courteous and constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract and including in tone, content, volume and/or nature of your communications with the School);

9.2.2 encouraging your child in his or her studies, and giving appropriate support at home;

9.2.3 keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);

9.2.4 ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to them) are not withheld;

9.2.5 providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and

9.2.6 attending meetings and keeping in touch with the School where your child's interests so require.

9.3 Participation in sports and other activities. It is expected and assumed that you agree to the involvement of your child, if and when selected, when representing the School in team sports or similar activities, either inside or outside normal School hours. If your child is selected for a School match, either during the week or at the weekend, he or she must participate. You must notify the Director of Sport and ask for permission to be excused from the match at least 72 hours before the match is due to take place. The Director of Sport's decision shall be final.

9.4 This is an inclusive school, based on a Christian foundation, which seeks to foster understanding of, and empathy with, people from a wide range of religions and religious traditions; including those who have no religious belief. As such you are expected to support the School's inclusive vision through ensuring that your child participates in all religious education lessons and activities which are timetabled. An outline of the Schools' religious education programme is available on request

9.5 You must notify us of your child's health/medical conditions or special educational needs. **It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child and, if required by the School, your child attends a medical examination at the School.** You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has or subsequently develops, whether underlying, long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14.1.2 below.** The Head may at any time require a medical opinion or certificate as to your child's general health where the Head considers that necessary as a professional judgement in the interests of your child and/or the School. If your child is of sufficient age and maturity to insist on confidentiality, this may nevertheless

be overridden in your child's own interests or where necessary for the protection of other members of the School community.

- 9.6 Circumstances where we may require you to keep your child away from School. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- 9.7 You must notify us of any special arrangements needed for your child. You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.
- 9.8 You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- 9.9 We require you to nominate a 'responsible adult' for us to contact in your absence It is a condition of your child's joining and remaining at the School that you complete and submit to the School a parental absence form for your child. Amongst other things this form will nominate a 'responsible adult' (or 'educational guardian' for your child who will be delegated the authority by you to make decisions relating to your child including where the School is not able to contact you.
- 9.10 We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9.11 below, you (and each of you) accept that the School is entitled to treat:
- 9.10.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- 9.10.2 any communication from the School to one of you as having been given to both of you.

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

- 9.11 We are entitled to require that notices of withdrawal must be signed by both parents. **A notice of withdrawal of your child served under this contract (ie, under any of Clauses 3.1, 4.7.5.(c), 4.15, 5.1 or 5.3) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).**

- 9.12 *You must notify us of your child's absence from School.* The School must be informed as soon as possible in writing of any reason for your child's absence from School. You can do this by contacting the Prep School office (email: prepoffice@lingfieldcollege.co.uk) or Senior School office email: senioroffice@lingfieldcollege.co.uk) (as appropriate). Wherever possible the School's prior consent should be sought for absence from the School. Any absence from School for ill health must be reported before 10am on the first morning of such an absence. You will not arrange absence for holidays during a School term. It is your responsibility, where practicable, to ensure that there are no unauthorised absences of your child from School. You agree that unauthorised absences will result in the School incurring additional costs in supporting your child to catch up with the education they have missed and agree to a supplemental charge of £100 per full/half day missed by way of contribution to this cost. Persistent breaches of this clause will be regarded as a material breach of this contract within [Clause 14.1.6](#). The School reserves the right to report any excessive absences, for whatever reason, to the Social Services or any other appropriate body or as required by law or applicable regulatory authority.
- 9.13 *Parents must notify us if they will be absent for a period of time.* If at any time during your child's time at the School all of the people who have signed the Acceptance Form as holders of parental responsibility for your child will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than a week then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- 9.14 *Raising concerns with the School and making formal complaints.* If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request.
- 10. Electrical equipment, personal property and insurance**
- 10.1 You must ensure that your child does not bring any item of equipment on to School premises which runs off mains electricity without the prior written permission of a senior member of staff.
- 10.2 *Your responsibility to make your own insurance arrangements.* Your child is responsible for the security and safe use of all personal property and is responsible for ensuring that all such property is clearly marked with the owner's name. You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises.

PLEASE READ THIS NEXT SECTION CAREFULLY – *Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain choices relating to their personal data themselves. Parent's views remain important, but sometimes the law will require us to give more weight to the decision the child makes about his or her own privacy.*

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

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

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

11.2 We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and audio-visual recordings, both whilst your child is at the School and after he or she has left, for the purposes of:

11.2.1 managing relationships between the School and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety complaints, administration and processing of fees; and;

11.2.2 promoting the School to prospective pupils/parents, publicising the School's activities, providing references, and communicating with the School community and the body of former pupils.

In respect of sub-clause 11.2.2 this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

11.3 You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:

11.3.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and

11.3.2 inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the School, including relevant contact details.

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

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

11.5.1 as set out in this Clause 11, and in the School's 'Privacy Notice' which is available on the School's website as may be amended from time to time;

11.5.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

11.5.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

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

12. Intellectual Property Rights

You will licence on your child's behalf at any intellectual property created, generated or owned by your child arising from the attendance at the School for the purpose of promoting the interests of the School, including exhibiting it, publishing it in a school magazine and putting a copy of it on the School's website or social media channels. The School will acknowledge your child's moral right under Chapter 4 of the Copyright, Designs and Patents Act 1988 to be identified as the author of the relevant work. The School will not sublicense any third party for payment.

13. Changes in Ownership, etc

We may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will always tell you in writing if this happens. You agree to the novation of this contract in such circumstances to such another person or organisation on the same terms.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling which is at the end of year 13).*

14. Ending this Contract

14.1 *Our rights to end the contract.* In addition to where this contract is terminated automatically as the result of an exclusion or required removal under Clause 7, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

14.1.1 you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;

14.1.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);

14.1.3 you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or your child fails to attend a medical examination requested by the School and/or you fail or refuse to complete and submit a parental absence form;

- 14.1.4 you fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to enter, live and study in the United Kingdom, or the source of funds you are using to pay the fees, as required under Clause 4.17;
- 14.1.5 you (or either of you):
- (a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
 - (b) are otherwise unable to pay your debts as they fall due;
 - (c) are the subject of a bankruptcy petition or order; or
 - (d) you enter into an individual voluntary arrangement; or
- 14.1.6 you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.
- 14.2 Your rights to end the contract. You may end this contract at any time by notice in writing to the School if the School commits a material breach of any term of this contract and (if such breach is remediable) fails to remedy the breach within a period of 28 days after being notified in writing to do so.
- 14.3 When this contract will end if not terminated early. For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling at the end of year 13 (or, if your child does not meet any requirements imposed by the School under Clause 8.2 for entry to the Senior School or the sixth form, at the end of year 6 or year 11, as appropriate).
- 14.4 Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.
- 15. Events outside of our, or your, control**
- 15.1 What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including, by way of example, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance, advice or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to such events outside of our/your control as an "event".
- 15.2 What happens if we are affected by an event outside of our control. If an event arises which prevents, hinders or delays the School's performance of any of its obligations under this contract, the School may give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- 15.3 Events lasting more than 6 months. If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide education services remotely) for a

continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice. Clause 5.2 shall not apply to the cancellation of the contract in these circumstances.

15.4 *What happens if your child is affected by an event outside of your control.* Subject to Clause 4.16 (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:

15.4.1 in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

15.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 15.4.1 above, your child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and

15.4.3 if the event continues to prevent your child wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at School or remotely) for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice. Clause 5.2 shall not apply to the cancellation of the contract in these circumstances.

16. Communications between you and the School

16.1 *Notices must be in writing.* When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

16.2 *We will use the contact details held by the School to contact you.* Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**

16.3 *How to provide written notice to the School.* Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:

16.3.1 sent by email to the School using this email address: senioroffice@lingfieldcollege.co.uk;

16.3.2 sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery;

16.3.3 delivered by hand to the senior school office, and acknowledged in writing by a member of the office staff working in the office at the time of delivery;

16.3.4 otherwise sent to the school's address by first class post.

Notices delivered by hand will not constitute notices to the School unless they are acknowledged in writing in accordance with Clause 16.3.3. Notices sent by first class post shall be deemed to have been received on the second day after posting.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4.7.5 (c), 4.15, 5.1, 5.3 or 5.4 of these terms and conditions (which are the provisions dealing with withdrawing your child from the School or otherwise changing their place) you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 5 days (during a school holiday period) after sending the notice.

17. Limitation of Liability

17.1 The School shall not be liable to you and/or your child for any loss of profit or income, loss of goodwill or reputation, loss of contracts, loss of financial gains, in each case whether direct or indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Contract.

17.2 The School does not attempt to exclude or limit its liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded as a matter of law.

17.3 Subject to Clause 17.2, the School's liability for losses arising from or breach of its obligations under this contract or any other cause of action are limited to an amount equal to the amount of fees paid or payable by you in the period of twelve (12) months prior to the date any such liability is incurred.

17.4 The School shall not be liable to you and/or your child for any losses due to circumstances beyond its reasonable control.

17.5 You acknowledge and agree that the limitations on the School's liability set out in this Clause are reasonable on the basis of the level the School's fees and its status as an educational charity.

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

18.1 The law that applies to this contract. The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.

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

19. Changes to these Terms and Conditions

Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect. The updated version of these terms and conditions is available on our website www.lingfieldcollege.co.uk.

20. Entire Agreement.

These terms and conditions (and any variations agreed between us in writing) constitute the entire agreement between us and supersede any previous agreement between us and relation to the subject matter of these terms and conditions.