

## 1 Introduction

1.1 This Agreement together with:

- The Acceptance Form
- Fee Sheet
- Data Protection and Digital Images Consent Form, and the
- Guardianship Agreement (in the case of boarders from overseas) and “Blue Book” (as in each case may be varied from time to time)

form a legally binding agreement between you and the School in respect of the care and education of your child (the “contract”).

1.2 Other policies which are referred to within this Agreement are:

### **On the School website:**

- Admissions Policy
- Attendance policy
- The Sidcot “Blue Book” (Senior School)
- English as an Additional Language
- Special Educational Needs and Disability
- Educational Trips and Visits
- Scholarship Policy
- Bursary Policy
- Complaints Policy
- Behaviour Policies
- Permanent Exclusions
- Physical Restraint Policy
- Drugs, Alcohol and Smoking
- Digital Safety Policy
- Digital Security
- Privacy Notice

## 2 Important information

2.1 The School may vary the terms and conditions contained in this Agreement from time to time and a copy of the most recent version will be available in the parents’ section on the school website. The postal address for written correspondence with the School is Sidcot, Winscombe, North Somerset BS25 1PD. You agree to inform the School immediately if your postal address changes from that set out on the Acceptance Form.

2.2 This Agreement is governed by and shall be interpreted by the laws of England. The courts of England will have exclusive jurisdiction to hear any disputes or claims arising from or in any way connected with it.

2.3 A person who is not party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

2.4 For the purposes of this document:

- **The School** means Sidcot School, a company registered under number 2093340, charity number 296491 and includes the Senior and Junior schools.

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- **The Head** is the person appointed by the Governors of the School to be responsible for the day-to-day running of the School and includes any person to whom the Head has delegated his duties.
- **Parents/You** mean each person who has signed the Acceptance Form as parent or guardian of your child (or a person who with the School's express written consent replaces a person who has signed the Acceptance Form).
- **Term** means the period of time between and including the first and last days of each School term, as notified to you by the School.
- **Full Term's Notice** means a written and signed letter from the parent or legal Guardian received by the School before the first day of the start of the term that the notice applies to.
- **Fees** means fees charged for anything provided by the School including additional and supplemental fees for any extras incurred or agreed in advance.

## 3 Our Aims

- 3.1 The School is a community with a common purpose: to enable pupils to become well-educated and principled young people through their experience of a Quaker educational environment. Our aim is to allow each member of the School to grow and to develop his or her talents without hindrance. Each person joining the community is asked to participate actively and fully in making life at Sidcot a success for everyone.

## 4 Admission and Entry

### 4.1 Offer and Acceptance

- 4.1.1 By signing the Acceptance Form and paying the deposit, you agree to be bound by the provisions of this agreement in respect of the education and care of your child whilst at the School. The deposit is not refundable if your child does not take up a place at the School (except where the School fills the 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).

### 4.2 Cancellation of Acceptance

- 4.2.1 If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you must give written notice to the Registrar to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the School by that time, the deposit will be forfeited. However, if such notice is received on or after that date (or if no notice is received at all), a term's fees shall be payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start and the School shall credit

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the deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you in accordance with Clause 4.1.1 above but no further fees will be payable.

## 4.3 Entry

- 4.3.1 Your child's entry to the School is conditional upon your child meeting the relevant entry requirements. The School may refuse entry if these requirements are not met. Please refer to the Admissions Policy for entry requirements to the Junior School and Senior School.

## 4.4 Waiting List

- 4.4.1 Your child will only be kept on the waiting list if there are no places available in their year of entry. Should a place become available and you choose not to accept it, the School will remove your child from the waiting list.

## 5 Information about your child

- 5.1 The School relies on the accuracy and completeness of all information that you provide about yourself and your child. You confirm that all information provided in the admission process of any medical conditions, health problems, specific educational or other welfare needs which may affect your child whilst at the School is accurate, up-to-date and complete, and you agree to inform the School immediately of any changes to this information. Failure to disclose any information relating to your child may result in you being asked to withdraw your child if, in the opinion of the Head, the School cannot provide adequately for your child's needs. You must inform the School of the existence of any court orders in relation to the child or of any special precautions that you require the School to take in order to ensure the safety of your child.

## 6 Change

- 6.1 There are likely to be changes to the operation, structure and management of the School over the period of time that your child is a pupil. The School is not obliged to provide you with details of each change made but will make every effort to provide you with at least one month's notice of any change, which the School deems would have a material impact on your child's education or pastoral care.

## 7 Information about the School

- 7.1 The prospectus and information contained on the School's website is provided as a general guide to the School. The School endeavours to ensure that this information is correct and up-to-date, but it does not form part of our agreement with you. 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), and we reserve the right to do so.

## **8 Fees**

### **8.1 Applicable Rates**

- 8.1.1 The current academic year's boarding and day fees are set out on the School's website and in the Admissions Information book and together with details of the items that these fees cover. Fees are payable one month before the beginning of each term.
- 8.1.2 The boarding and day fees will be reviewed annually and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you in writing prior to the end of the penultimate term before the increase is to take effect. This will enable you to provide the required notice period should you wish to withdraw your child as a result of the fee increase. Please be advised that non-receipt of the fees advice will not be accepted as reason for providing less than the required notice period.
- 8.1.3 Fees for extra tuition such as Learning Support Education, English as a Foreign Language, Music and Drama are set out in the Specialist Tuition Fees sheet available on the website or on request; these will be included on your extras bill in arrears Examination Board charges and any associated administration charges which are incurred by the School, are billed to parents.
- 8.1.4 Each year a voluntary £10 donation to the SCPTA (Sidcot Community Parent and Teacher Association) fund will be added to your Spring Term Extras Invoice to support the initiatives of this highly important organisation in the school.
- 8.1.5 There will be additional charges for some extra-curricular activities, minibus journeys, school trips, insurance, books, materials and stationery and these are added to your extras invoice at the end of each term.
- 8.1.6 All public examination fees will be charged in advance with the exception of Year 11 Pathway students where public examination fees are included in the course fee.
- 8.1.7 You can obtain full details of these charges from the School. The School reserves the right to charge you for the full cost of replacing items or equipment which are lost or damaged by your child as a result of careless, negligent or unruly behaviour.

### **8.2 Deposit**

- 8.2.1 As set out above, the School requests that a deposit is paid on acceptance of the offer of a place for your child. The amount of the deposit applicable to the year group is detailed on the Fees Sheet which can be found in the Admissions Information Book and also on the website.
- 8.2.2 The deposit will form part of the general funds of the School until it is repaid without interest following settlement of all outstanding fees and extras or where it is otherwise forfeited in accordance with clauses 4.1.1 and 4.2.1 of this contract). This deposit should be reclaimed within two years of the pupil leaving Sidcot. Funds remaining after this period will be allocated by the School to bursary funds.

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- 8.2.3 In the event that any fees are outstanding at the time that your child ceases to be enrolled at Sidcot School, these will be deducted from the deposit.
- 8.2.4 In the event that your child willfully or negligently damages or loses school property, the sum to cover replacement costs may be deducted from the deposit. If the damage or loss exceeds the deposit, the School reserves the right to recoup the balance from you.

## 8.3 Responsibility for Payment

- 8.3.1 Each person who signs the Acceptance Form is jointly and separately liable for payment of all fees (including additional fees for supplementary activities or other extras) incurred by your child whilst at the School. This means that the School may in its sole discretion recover all or any of the fees owing to the School from one or all of such persons.
- 8.3.2 The School may agree with you/request in writing that a third party is responsible for payment, or should act as guarantor for payment of the fees. This does not release you from liability to pay the fees and you will be responsible for payment of the full amount of the fees if the third party fails to pay. The School reserves the right to refuse to accept a payment from a third party.

## 8.4 Payment

- 8.4.1 Fees for each term are payable in full one month in advance of the first day of each term. Additional fees as outlined in paragraph 8.1 are charged in arrears at the end of each term and are payable upon receipt of the invoice. Specialist tuition and extras will not be provided if an invoice is outstanding in full or in part.
- 8.4.2 The School currently offers the facility to pay fees by Direct Debit over a period of 10 months, with the first payment due on 1<sup>st</sup> August. If any Direct Debit installments are not made during the year, the full outstanding fees will become liable for payment immediately.

## 8.5 Non-Payment

- 8.5.1 The School reserves the right to charge interest on late payment of fees at the rate of 1.5% per month from the due date until the payment has been settled. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay the School the interest together with the overdue amount.
- 8.5.2 We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees and/or supplemental charges remain unpaid or there is a persistent default in relation to the payment of fees and/or supplemental charges.
- 8.5.3 Unless we expressly agree otherwise in writing with you, if we reasonably and properly incur any costs (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the School's favour) in recovering or attempting to recover fees or any supplemental charges from you (or either of you) that have

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not been paid in accordance with the terms of this contract, then you shall be responsible for paying such costs in addition to the fees and/or supplemental charges (as the case may be) and any interest applied to such amount(s).

## 8.6 Refunds/Set-Off

- 8.6.1 Except in the School's discretion, no reduction or waiver of fees will be made and you may not make any deductions or set-off against fees owing if (i) your child is absent due to illness or other reasons (ii) the School term is shortened or your child is released early, for example after public examinations or in circumstances outside of the School's control, including but not limited to the outbreak of a pandemic or for health and safety reasons or (iii) if you or your child has an outstanding complaint against the School. In such circumstances, the School will not be in breach of its agreement with you and you may wish to take out insurance to protect yourself against this eventuality.

## 8.7 Scholarships and Bursaries

- 8.7.1 If your child has been awarded a scholarship or bursary, we will set out the terms which apply in a separate letter, which will form part of this Agreement with you. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made if, in the opinion of the Head, your child's behaviour or progress does not meet the standards required by the School, but 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, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If, within fourteen (14) days following the withdrawal or amendment of a scholarship or bursary, your child is withdrawn from the School, no fees in lieu of notice will be payable.

## 9 Notice

### 9.1 Form of notice

- 9.1.1 Notice given by you means written notice addressed to and received by the Headmaster.

### 9.2 Withdrawal

- 9.2.1 If you wish to withdraw your child from the School, we require one full term's notice in writing of your intention to do so from a parent or guardian of your child; this written notification must be received before the start of the term the notice applies to. If you fail to provide this notice, the School will charge one term's fees in lieu of notice at the current rate. All outstanding fees and charges will become due as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given, and payable immediately.

### 9.3 Change in Arrangements

- 9.3.1 The School requires one full term's notice if you wish to request a change in your child's arrangements. The requirement to provide notice enables the School to manage its numbers for each particular year group.

- 9.3.2 Notice is required where there is a change to boarding arrangements, not moving from Nursery into the Junior School or not moving from the Junior School to the Senior School, from the Upper Fifth Form to the Sixth Form or Year 11 Pathway to the Sixth Form. Movement from the Junior School to the Senior School is usually automatic providing your fee account is up to date and free from debt. The School however reserves the right to re-consider the suitability of a child moving from Nursery into the Junior School, or from the Junior School into the Senior School if it is felt that their pastoral and educational needs cannot be met.
- 9.3.3 Where you request an increase in boarding presence, the School will endeavour to achieve this as soon as possible confirming in writing the change in circumstance. The appropriate increase in fees will then be payable from the day your child starts boarding.

## **10 Conduct**

### **10.1 Behaviour and Discipline**

- 10.1.1 Each pupil is responsible for contributing to the exemplary atmosphere, relationships and quality of life at Sidcot by complying with our school values and with the school rules as set out in the Blue Book (for the Senior School) and related policies for the Junior and Senior Schools. It is a condition of remaining at the School that your child complies with the Blue Book. The School's Behaviour Policies are designed to offer support and direction for staff and pupils alike. By signing this Agreement, you agree that the Head may authorise such disciplinary or preventative action as he or she deems necessary under the relevant Behaviour Policy in respect of your child. Parents are encouraged to read the Blue Book and behavior policies, which are available on the School website, with their children in an age-appropriate manner.

### **10.2 Removal, Suspension or Exclusion**

- 10.2.1 The Headmaster or Junior Head may suspend or permanently exclude your child from attendance at the School if in his or her opinion he or she considers that your child's conduct (whether on or off the School's premises) is prejudicial to the maintenance of discipline, the welfare of your child or of other pupils or the School as a whole, or if in his or her opinion your child is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School. Persistent rejection of the School's values will result in temporary or permanent exclusion from the School. The School's permanent exclusions policy may be found on the website.
- 10.2.2 The Head may in his discretion require you to remove your child from the School if the Headmaster or Junior Head reasonably consider that:
- There is a breakdown in the relationship between the School and you or between the School and your child; or
  - Your behaviour or conduct (or the behaviour or conduct of one of you) is unreasonable;



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and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the well-being 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

- Your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Headmaster or Junior Head, the removal is in the School's best interests and/or those of your child or other children.
- 10.2.3 The Headmaster or Junior Head will exercise his or her right to require removal of, or temporarily exclude or permanently exclude your child in accordance with the Permanent Exclusions Policy.
- 10.2.4 In the event of temporary or permanent exclusion of your child, you will not be entitled to any refund or remission of fees due, whether paid or payable, and you agree to remove your child from the School at any time if requested to do so by the Head. All unpaid fees must be paid in full save that in the case of permanent exclusion or required removal you will not be required to pay fees in lieu of notice. In the case of permanent exclusion, the deposit shall be forfeited. Parents have the right to appeal in the event of a permanent exclusion and this can be done in writing to the Chair of Governors.
- 10.2.5 The Blue Book and School Behavior Policies (as available on the website or in hard copy upon request) set out examples of behaviour likely to be punishable by fixed term or permanent or exclusion. These examples are not exhaustive and the Headmaster / Junior Head may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the student's record at the School and any special educational needs / disability may be taken into account as deemed appropriate by the Junior Head and / or Headmaster.

## 10.3 Attendance

- 10.3.1 Term dates for the following academic year are published on the School's Website. You agree to ensure that your child attends the School for each full term and undertake to make appropriate travel arrangements to facilitate this. The School may charge you the full amount of any reasonable costs incurred by it that arise from your failure to do so. Early departure or late returns will only be permitted in exceptional cases. The School's Attendance Policy is posted on the School's website.

## 10.4 Leave of Absence

- 10.4.1 You must inform the Headmaster / Junior Head in writing of any reasons for your child to be absent from the School during the term. Requests for leave of absence during the School term must be made in writing to the Headmaster or Junior Head at least 14 days before the planned absence.



## **11 Pastoral Care**

- 11.1 The School recognises that natural personal development can involve stress and our network within the School helps pupils to cope with this. All members of staff share a concern for pupils' wellbeing. The School (through the Headmaster / Junior Head) acts in your place whenever your child is at School or on a School-related activity. You agree that the School may give instructions, impose sanctions and take decisions about your child's care and welfare in your absence, whilst taking into account any preferences you may have given. 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 supervision of a member of the School staff.

## **11.2 Physical Contact**

- 11.2.1 The School will not use or threaten corporal punishment. Physical contact is only permitted when such contact is lawful and appropriate in respect of the curriculum (including curricular and extra-curricular sports and activities), or for the safety and welfare of your child, including in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Please refer to our Physical Restraint Policy available on the School website and in hard copy form for detail on our procedures for dealing with such circumstances. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

## **11.3 Concerns or Complaints**

- 11.3.1 If you have any concerns or complaints about any issue concerning your child's welfare at the School, please come and talk to us - we have an open door policy. Should you wish to proceed with a more formal complaint, please refer to the complaints policy on the internet which is also available in hard copy format.

## **11.4 Your child's possessions**

- 11.4.1 Unless the School is negligent, it is not responsible for the safety of your child's personal possessions. It is your responsibility to make appropriate arrangements for labelling and insurance of your child's possessions whilst on or off the School's premises.

## **11.5 Insurance**

- 11.5.1 A copy of the School's insurance policies can be viewed on request. It is your responsibility to arrange any further insurance you require for your child.

## **11.6 Consent**

- 11.6.1 The School may treat the decision of one parent as binding unless the School is given notice in writing to the contrary.

## **11.7 Drugs, Alcohol, Smoking and Substance Misuse**

- 11.7.1 The School does not tolerate the usage of drugs, smoking other such substances such as

legal highs or alcohol and any breach will lead to an investigation in line with our Smoking, Anti-Drugs Alcohol and Search and Confiscation policies, and the consideration of invoking sanctions, and ultimately exclusion in line with the School's behavior and permanent exclusions policies. All relevant policies are posted on the website and are available in hard copy format upon request. If such a circumstance occurs, the School reserves the right to search your child's person, room and personal belongings to ensure the safety of other children at the School – your knowledge, consent and that of your child will not be required to do this. Samples may be required from the student and the cost of this may be borne by you in accordance with the Anti- Drugs, Alcohol and Smoking policy. You will be asked to consent to such samples being taken as part of the annual online consent. which must be completed.

## **12 Medical Care**

### **12.1 Facilities**

- 12.1.1 The School has its own Health Centre on campus, which is staffed by a team of nurses with 24 hour access to GPs from our local surgery. All boarders are registered with these doctors under the NHS. Day pupils should be registered with their own GP.

### **12.2 Medical Information**

- 12.2.1 It is vital that the School holds accurate, up-to-date and complete information about your child's medical history. You must return the fully completed Medical Card along with the other acceptance documentation to secure your child's place at Sidcot. You agree that the information provided to the School in the Medical Card is accurate, up-to-date and complete and you agree to inform the School immediately of any changes, whether short-term or long-term in your child's medical condition including details of any allergies, infections and disability.
- 12.2.2 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 or your appointed Guardian undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. Where it is considered appropriate in such circumstances we shall endeavour 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). You will be required to complete the "Annual consent" online in which you must detail emergency contact details, and any medical conditions / allergies. You will be asked to consent to the School Nurse administering mild analgesia and emergency treatment if the need arises.

### **12.3 Medical Emergencies**

- 12.3.1 In the event of a medical emergency, you understand that if you cannot be contacted in time, your child will be treated, if necessary, for his or her immediate welfare at an NHS hospital (or private hospital if necessary) including but not limited to blood transfusions (unless you have previously notified us that you object to blood transfusions), the administration of a general anaesthetic and operations where certified by an appropriately qualified medical practitioner.

## 12.4 Your Child's Health

12.4.1 Your child's health is of paramount concern to the School. The School will use its reasonable endeavours to inform you as soon as possible of any illness or accident concerning your child whilst at the School. The School may request you to remove your child from the School, or ask for a medical opinion or certificate as to your child's general health. Where overseas students are concerned, their appointed Guardian may be asked to care for them during periods of illness or recuperation. You must comply with all reasonable requests of the School from time to time regarding your child's health, quarantine and the disclosure of medical information to the School.

## **13 Education**

### 13.1 Provision of Education

13.1.1 Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling (subject to the provisions of clause 4.6 regarding Sixth Form entry). The School is committed to offering academic excellence and will use its reasonable endeavours to provide your child with a rounded education within the parameters of the School's curriculum and published aims and activities. Progress Reports will be provided each term. The School reserves the right to make changes to the curriculum if it deems it necessary in the interests of the School.

### 13.2 Special Educational Needs and disability

13.2.1 You must, as soon as possible, disclose any particular known or suspected circumstances relating to your child's health, physical and mental well-being, allergies, physical disabilities, self-care needs or learning difficulties or social circumstances which could have the effect of impacting on your child's learning and social behaviours,

13.2.2 We shall advise you if we have any concern about your child's progress, but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child if, in the opinion of the Head, the School cannot provide adequately for your child's special educational needs or disability. In these circumstances the School will not charge you fees in lieu of notice provided that you made full disclosure of any emerging issues and special circumstances which could affect the School's decision to offer a place prior to that decision being made. Reasonable adjustments will be made in respect of a child with a disability.

### 13.3 Intellectual Property

13.3.1 "Intellectual Property" means all copyright, patents, design rights, trade marks and database rights and other similar rights existing in any part of the world.

13.3.2 The School reserves all rights, title and interest in any Intellectual Property arising in any work produced by your child in conjunction with any member of staff and/or other pupil at the School as part of the curriculum. Use of this Intellectual Property by your child will be subject to the terms of a licence agreed between you and the School. Your child's contribution to the

works will be acknowledged.

13.3.3 Your child will own all rights, title and interest in any Intellectual Property arising in any work produced solely by your child.

## 13.4 School Trips

13.4.1 Details of school trips and excursions will be provided to you. You agree that the School may operate and manage the transport and attendance of the school trip in accordance with those details. By completing the annual consent online you agree to your child attending School visits and trips, unless you notify the School to the contrary. Please refer to the Educational Trips and Visits Policy for more detail.

## 14 Parents' Obligations

### 14.1 Co-Operation with the School

- 14.1.1 In addition to your other obligations included elsewhere in these terms and conditions (including in the remainder of this clause), you undertake to co-operate with the School and School staff in good faith, and including in particular by:
- Maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this contract);
  - Encouraging your child in his or her studies, and giving appropriate support at home;
  - Ensuring that your child attends in the correct uniform and with the correct kit for activities;
  - 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) and ensure 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 it) are not withheld;
  - Providing co-operation and assistance to the School so that your child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and
  - Attending meetings and otherwise keeping in touch with the School where your child's interests so require.

## 14.2 Special Arrangements

14.2.1 You are required to inform the School of any situations where special arrangements may be needed in relation to your child. You also undertake to 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 that somehow relates to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child, including any 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; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).

## 14.3 Parental Responsibility

14.3.1 You (and each of you having 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, subject only to Clause 14.2.1 above, you (and each of you) accept that the School is entitled to treat:

- Any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- Any communication from the School to one of you as having been given to both of you.

14.3.2 A notice of withdrawal of your child served under this contract 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 for the child have signed such notice).

## 15 EU & Overseas Boarding Pupils

### 15.1 Guardians for boarders whose parents are resident outside the UK

15.1.1 If you are resident outside the United Kingdom, you must appoint an education guardian within the United Kingdom who has been given full legal authority to act on your behalf in all respects and to whom the School can apply for authorities in respect of your child when necessary.

15.1.2 Your appointed guardian must be over 25 years of age and live within 50 miles of the School.

15.1.3 The Guardian must be available to take care of your child during all times when your child is not at the School including holidays, if your child is taken ill and needs to be removed from the School or if the School otherwise requests that your child is removed from the School. Please refer to the Guardianship agreement for more detail. Completion of this agreement to the School's satisfaction is required before your child is enrolled in school.

## 15.2 Immigration and Identity Documents

- 15.2.1 You agree that your child will have a full and valid passport and, if applicable, a relevant UK Visa and ID card (if 16 years or over) before entering the United Kingdom.

## 15.3 Students who require a UK Tier 4 Student Visa

- 15.3.1 The School has an established international student base and is experienced in supporting Visa applications. As part of the acceptance process we reserve the right to charge you any reasonable courier charges or other charges incurred during the Visa application process. We advise all parents who have accepted a place at Sidcot for their child but subsequently cannot take up the place due to a Visa being rejected, that their place will be held open for 4 weeks to enable a reapplication to UK Visa and Immigration. If due to further complications with the Visa application that is not a fault of the School, your child cannot start at the School within 4 weeks of the course start date, the deposit will be refunded but the first term's fees will be retained by the School in lieu of notice.
- 15.3.2 In order to process any Tier 4 Student Visa Application, the School's appointed agent will enter your child's data and have access to it on the School's database. Further information can be found in the School's Privacy Notice.

## 15.4 EAL – English as an Additional Language

- 15.4.1 Following assessment on admission, the School may consider it in the best interests of your child to attend additional one-to-one lessons with specialist staff for which a cost will be incurred and charged in arrears. Students whose first language is not English are given individual English lessons. The number of lessons required will be set so as to ensure that the pupils will be able to participate fully in the curriculum programmes offered by the School. Please refer to the English as an Additional Language Policy which is available on the School's website.

## 16 Learning Support

- 16.1 Please refer to the Admissions and Special Educational Needs and Disability policies. For many children with Special Educational Needs and Disability, differentiation in the classroom (Quality First Teaching) will be sufficient to meet their needs. The curriculum and learning environment will be adapted as is reasonable by the class teacher/subject teacher to reduce barriers to learning and enable them to access learning more easily.
- 16.2 For Junior School pupils, meetings are held between class teachers and the Learning Support teacher to identify the pupil's learning strengths and relative learning weaknesses, along with offering advice as to appropriate teaching and learning strategies to support each individual. The curriculum and learning environment will be adapted as is reasonable by the class teacher/subject teacher to reduce barriers to learning and enable them to access learning more easily.



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- 16.3 In the Senior School, Learning Support teachers provide advice and guidance to classroom teachers, which includes the creation of a Pupil Profile for each student known to have additional needs to support mainstream teachers in meeting the needs of these students. Pupil profiles provide a summary of a student's learning strengths and relative learning weaknesses, along with guidelines on appropriate teaching and learning strategies.
- 16.4 If a pupil has a greater difficulty in learning than the majority of pupils of the same age, then they may need 'special educational provision' through targeted intervention sessions. The Learning Support Department provides high quality specialist support, in both Junior and Senior Schools, through personalised one to one, or small group lessons designed to support pupils' ability to access and participate in the high quality teaching and learning available throughout the School. There is an additional charge for these sessions and this will be discussed with you. The number of lessons is agreed with you and your child based on the level of support required. An Individual Education Plan (IEP) will identify learning goals and outcomes to be achieved, along with appropriate learning support strategies. The IEP is shared with pupils and parents and is reviewed bi-annually. Learning Support progress is included in school reports and parents are able to discuss their child's progress at parents' evening.
- 16.5 In the event of a concern that a special educational need is emerging, early discussions will take place with the pupil or student and their parents. Where appropriate, specialist assessment will be offered in the Learning Support department to determine if a special educational need is present. Advice may be sought from and referrals made to external agencies in consultation with parents, as deemed appropriate. You may be asked to withdraw your child if, in the opinion of the Head, the School cannot provide adequately for your child's needs.

## **17 Boarding**

- 17.1 Boarding is an integral feature of school life at Sidcot and contributes to the inclusive family atmosphere. The School takes the utmost care in ensuring boarding children are safe, well looked after and can be in direct contact with House staff at any time. The aim of each boarding house is to provide a homely atmosphere in comfortable surroundings, where rules are kept to a minimum.
- 17.2 The Houseparent who is usually a member of the teaching staff, is responsible for the care of all pupils in the house. There is close liaison with parents who are always welcome to visit. The Deputy Houseparents, Matrons and Assistants help with the running of the Houses, the welfare of the students and form an extended family for boarders. There is a Health Centre with qualified medical staff, ready to help any pupil with medical or pastoral matters.

## **18 The School's Responsibilities**

- 18.1 The School is responsible for providing education and care for your child as set out in this Agreement and the documents referred to within. The School undertakes to exercise reasonable skill and care in respect of your child's education and welfare during school hours, at other times when your child is permitted to be on the School's premises, or when your child is participating in activities organised by the School.
- 18.2 Except where the School is negligent, the School and its employees, agents or contractors are not responsible to you or your child for any loss you suffer as a result of the following:



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- The failure of your child to achieve particular results in internal or public examinations;
- Any act or omission of a third party who is not supervised by the School;
- The welfare or safety of your child when he or she is off School premises and not engaged in an activity under the supervision of the School;
- Any increase in your loss due to your failure to comply with any term of this Agreement if the School has not breached any legal duty owed by it to you;
- If the loss or damage you or your child suffers are not a reasonably foreseeable result of any breach by the School of its duty to you.

## **19 References, Confidentiality and Data Protection**

### **19.1 References**

- 19.1.1 We will seek your consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential.
- 19.1.2 You acknowledge that it is necessary for the purposes of our legitimate interests, and the legitimate interests of any other school or educational establishment to which you propose to send your child, to inform that school or educational establishment of any outstanding fees or supplemental charges. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair.
- 19.1.3 However, we cannot be liable for any loss you are 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.

### **19.2 Use of Information**

- 19.2.1 As part of the admissions documentation, you are required to complete the online form relating to the use of information relating to your child (including photographs and video recordings) and indicate which uses you consent to.

### **19.3 Keeping information up to date**

- 19.3.1 You undertake to: (i) confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) you and/or your child that is held by the School; and (ii) in any event, 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 (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

19.3.2 In order to comply with our legal responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system, the School will notify and/or supply information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the *United Kingdom Visas and Immigration (UKVI)* unit of the Home Office (and to do so notwithstanding whether we actually sponsor your child or not).

## **19.4 Provision of information**

19.4.1 The School will routinely supply relevant information (including termly School reports, correspondence and other materials relating to your child's progress, development and/or education generally – but not public exam results) to all those with parental responsibility for your child unless you notify us of a court order to the contrary, or other legal requirement or obligation prohibits this. The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation.

## **19.5 Data Protection**

19.5.1 The School is a data controller under applicable data protection law and is responsible for deciding how and why it processes personal data about you and your child. The School will only process the personal data it is permitted to process and use it for limited purposes in accordance with applicable data protection law. In many instances the School will not rely on consent to process personal data, although it will be sought in certain circumstances. For further information, see the School's Privacy Notice (as amended from time to time) which is available on the School's website.

## **20 Changes in Ownership etc**

20.1 For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

## **21 Cancellation**

### **21.1 Material Breach**

21.1.1 The School shall be entitled to cancel this contract by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this contract or any similar agreement with the School (including for the avoidance of doubt persistent late or non-payment of fees and/or supplemental charges) and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen (14) days of a notice from the School requiring it to be remedied.

## 21.2 Inability to pay fees

21.2.1 The School may at any time cancel this contract forthwith by notice in writing (without prejudice to any of its other remedies) if you (or either of you): (i) are unable, following our reasonable request, to demonstrate that you will be able to pay the fees and supplemental charges as they fall due under this contract (ii) are otherwise unable to pay your debts as they fall due (iii) are the subject of a bankruptcy petition or order or (iv) enter into an individual voluntary arrangement.

## 21.3 Insolvency of School

21.3.1 You may at any time cancel this contract forthwith by notice in writing (without prejudice to any of your other remedies) if the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

## 21.4 End of Schooling

21.4.1 For the avoidance of doubt, this contract shall end at the end of your child's schooling which may be at the end of the Fifth Form if your child does not meet any requirements imposed under Clause 4.6 for entry to the Sixth Form.

## 22 Force Majeure (i.e. circumstances beyond our control)

22.1 In this contract "**force majeure**" shall mean any cause beyond a party's reasonable control (including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

22.2 In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this contract, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. To the extent reasonably practicable in the circumstances, the School shall endeavour during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

22.3 If the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six 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 cancel this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

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- 22.4 If your child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- (i) You shall, in consultation and co-operation with the School, use all reasonable endeavours to mitigate the effect of the force majeure in order to continue to perform the obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
  - (ii) In circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and
  - (iii) in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

## **23 Variations**

- 23.1 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.