



## Terms and Conditions

### 1. Definitions

**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;

"**the 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. The document is on the School's Website.

"**contract**" has the meaning given in Clause 1.2 below;

"**deposit**" means the sum set out and referred to as the deposit in the Acceptance Form set out separately in the Schedule of Fees;

"**fees**" means the termly fees set out in the Schedule of Fees as amended from time to time;

"**fees in lieu**" means a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given. This sum is not limited to the parental contribution in the case of scholarship or bursary;

"**Headmaster**" means the person appointed by the Governors of the School to be responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated;

"**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 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 to assist the proper administration of the School. The School Rules are included in the Senior School Parent/Pupil Handbook and in the Junior School Parent Handbook.

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

"**a term's notice**" means **written** notice given before the first day of the term *before* the term to which the notice relates;

**"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 1.1 below, or its duly authorised representative, as the context requires, and includes the Royal Russell School and St David's Preparatory School; 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 are not exclusive or limiting examples of the matter in question.

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

1.1. **Who we are.** We are Russell School Trust a company registered in England and Wales. Our company registration number is 1163246, our charity registration number is 271907 and our registered office is at Royal Russell School, Coombe Lane, Croydon, Surrey, CR9 5BX.

1.2. **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) constitute 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.

2.3. **How we use the deposit.** The deposit will form part of the general funds of the School until it is credited (without interest) to the fees or other sums due to the School on your child's leaving.

2.4. **Requirement for you to increase the deposit amount.** Where an offer of a place for your child to enter the Senior School from the Junior School is accepted, you shall pay a further sum equivalent to the difference between the Junior School deposit already paid and the Senior School deposit payable.

## **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 either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice. For example, if 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 first

day of the preceding summer term (i.e. the final term of the previous academic year) or pay the fees in lieu referred to above.

3.2. **Notice Period.** If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the 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 or any entitlement to repayment under Clause 2.2 above) to the repayment of the term's fees you will owe us.

#### 4. School Fees

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. Boarding fees include full board, all meals and laundry.

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**. For example, any extra-curricular activities (such as private music lessons, School trips and visits) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination charges shall be charged as supplemental charges. Additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees. Furthermore, damage to School property by your child, other than fair wear and tear, may be separately invoiced and must be paid as a supplemental charge.

4.3. **Applicable taxes.** All the fees and supplemental charges are exclusive of any taxes which will be added (where applicable).

4.4. **Who is responsible for ensuring payment.** Anyone who has signed the Acceptance Form is liable for and must ensure that all the fees due and supplemental charges due are paid to the School. This is because our contract applies to all signatories. Any person who signs the Acceptance Form has an individual responsibility to ensure that 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 if both have signed the Acceptance Form. The only exceptions to this are set out in Clause 4.5 immediately below.

4.5. **How one person can remove him/herself from their payment responsibility and circumstances where the School may agree to accept payment from any other person.** A person who has signed the Acceptance Form may withdraw from this contract with the School 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. Otherwise, each of you remains liable to the School for all of the fees and supplemental charges due in accordance with Clause 4.4 above UNLESS AND UNTIL the School 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.

4.6. **How bursary and scholarship awards are treated.** (Applies to the Senior School only). If your child has been awarded a scholarship/bursary, your responsibility will be to pay the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Headmaster, 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. 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 Headmaster that an award may be withdrawn from your child, you shall be notified in advance. If, within 14 days following the withdrawal of a scholarship or bursary, your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you time to decide whether you want to continue to educate your child at the School.

4.7. ***How the fees are charged and payment requirements.*** Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you before 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 4.5 above). The fees must be paid in full before the first day of the term to which the invoice relates. **We may not allow your child to attend the School if you do not pay on time.**

4.8. ***Payment of supplemental charges.*** All supplemental charges for each term (and 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 on or before the first day of the next term.

4.9. ***Non-payment of fees: refusal to attend school.*** We may refuse to allow your child to attend the School or withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.

4.10. ***Non-payment of supplemental charges.*** We may refuse to allow your child to participate in extra-curricular activity, or sit public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.

4.11. ***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 4.7 and 4.8 above) we may charge interest on the overdue amount at the rate of 3% per annum 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 payment of the overdue amount, whether before or after we obtain a court judgment against you. If we do obtain a judgment against you, this may contain statutory interest at a higher rate (up to 8%). **You must pay the School the interest together with the overdue amount.**

4.12. ***We can recover our costs for recovering late or non-payments.*** You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs, i.e., costs that would be allowable by the court if judgment was granted in the School's favour).

4.13. ***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 so that they can make a full and legitimate assessment of your capacity to pay their fees.

4.14. ***Our ability to increase the fees.*** We will review our fees during 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 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 time to provide the required term's notice of withdrawal to the School under Clause 5.1 below.

4.15. ***Fees and supplemental charges will not be reduced due to your child's absence.*** Fees and any agreed supplemental charges will not normally be reduced or refunded because of absence

due to illness or otherwise or if a term is shortened or a vacation extended by the School or by matters outside of the School's control. If your child takes study leave at home before or during public examinations or stays at home following those examinations, no reduction of fees will be made in respect of any periods spent at home.

4.16. **Anti-Money Laundering and source of funds.** The School is obliged to undertake certain legal and compliance reporting, specifically connected with the financial aspects of how we operate. This means that we must undertake certain checks, including Anti-Money Laundering (AML) checks, Politically Exposed Person (PEP) checks and sanction list checking of all those who we enter a contract with. Details of our processes and procedures are contained in our Anti-Money Laundering Policy.

4.17. The School will only accept payment from those who sign the acceptance form and cannot accept payment from Limited Companies. In most cases it will be the parents of pupils who pay fees, but should another family member wish to pay fees, then we would undertake the same AML checks on the person paying fees, including asking them to sign a financial acceptance form with the School. The School reserves the right to refuse to accept payments from unverified sources.

4.18. To do this we contract with a third party, Redwood Collections, a specialist company authorised and regulated by the Financial Conduct Authority to undertake all checking on behalf of the School. So that we can undertake the appropriate checks, we will need to ascertain from your certain personal details, including:

- 4.18.1. your identity;
- 4.18.2. your current and recent addresses (last 3 years);
- 4.18.3. your child's identity;
- 4.18.4. your child's right to enter, live and study in the United Kingdom; and
- 4.18.5. the source of funds you are using to pay the fees.

You must provide the School with the information we ask for to enable us to undertake our AML checks.

## 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 at the end of year 13), you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2.2) to the payment of any such fees in lieu of notice. For example, if you wish to withdraw your child with effect from the start of the autumn term (i.e., at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child before the first day of the preceding summer term (i.e. the final term of the preceding academic year) or pay the fees in lieu referred to above.

5.2. **Notice to change your child's place at the School.** (Royal Russell School only). 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 either give a term's notice or pay to the School the difference between the boarding and the day fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.

5.3. ***When the relevant amount in lieu of notice must be paid.*** In cases under Clauses 5.1 and 5.2 above the appropriate sum in lieu of notice will become payable by you upon demand.

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.

5.5. ***Withdrawal partway through a term does not reduce the amount you owe to the School.*** The School's affairs are organised on a termly basis and 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 partway through a term.

## 6. School Rules

***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.

6.1. ***We may undertake drugs testing on your child.*** The School may undertake drugs testing of pupils in accordance with its Drugs and Illegal Substance policy. The Drugs and Substance policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.

6.2. ***Monitoring your child's email communications, internet use, and use of social media.*** The School may, subject to applicable data protection legislation, monitor your child's email communication, internet 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 Headmaster's discretion to suspend or exclude your child from the School.*** The Headmaster may in his absolute discretion suspend or, in serious or persistent cases, exclude your child from the School if he 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. ***Where you can find examples of offences punishable by suspension or expulsion.*** The School Rules contain examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and the Headmaster may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be considered.

7.3. ***The Headmaster's discretion to require you to remove your child from the School.*** Instead of expulsion or suspension, the Headmaster may at his discretion require you to remove your child from the School, or in the case of Clause 7.3.1 below may in his discretion exclude you from the School's premises and events, if the Headmaster 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 Headmaster, the removal is in the School's best interests and/or those of your child or other children. If this happens, fees in lieu of notice will not be payable 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. *What happens if your child is suspended, excluded or removed from the School.***

7.4.1. Should the Headmaster exercise his right under Clause 7.1 or 7.3 above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded or suspended and (save in the case of suspension or in the case of the Headmaster exercising his right under Clause 7.3.2) 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 Headmaster exercising his 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, fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the expulsion/required removal will be refunded.

**7.5. *Impact of exclusion or required removal on this contract.*** This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.

**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 Headmaster to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the School's Complaints Procedure.

**7.7. *Announcement of any decision to suspend, exclude or remove your child from the School.*** The form of any announcement of the decision to suspend, exclude or remove your child from the School shall be in the sole discretion of the Headmaster.

**7.8. *You do not have a right to know the identities of individuals who have provided information.*** Under no circumstances shall the School be required to divulge to you any confidential information of the identities of persons who have given information which has led to exclusion, suspension or removal which the Headmaster has acquired during an investigation.

**7.9. *Exclusion from the School's premises.*** A child who has been excluded, suspended or removed from the School may not enter the School's premises or attend any of the School's events without the express written permission of the Headmaster.

## **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 from the time of joining the School until the end of their schooling. However:

8.1.1. The School shall not be obliged to permit your child to enter year 7 unless it is satisfied that it is appropriate to do so having regard to their academic attainments and all other relevant circumstances. The School may decide whether your child may join year 7 after assessment:

8.1.1.1. Throughout the school year via continuous teacher assessment, weekly spelling and times table assessments;

8.1.1.2. through termly levelled writing, topic and summative maths assessments;

8.1.1.3. through annual standardised tests in verbal reasoning, non-verbal reasoning, maths, reading and spelling; and

8.1.1.4. through the detailed transfer document that is completed by the child's class teacher.

8.1.2 Based on these assessments (and other relevant circumstances) we may make a decision (usually when your child is at the end of year 5) as to whether your child may join year 7. Where we choose, at our discretion, to withhold making a decision at the end of year 5, the Autumn Term year 6 assessments will be used to help us make a decision as to whether your child may join year 7.

8.1.3 The School shall not be obliged to permit your child to enter year 12 unless satisfied that it is appropriate to do so having regard to their academic attainments and all other relevant circumstances. The School will make a decision as to whether your child may join year 12:

8.1.3.1. after your child attends an interview

8.1.3.2. subject to receipt of a satisfactory report; and

subject to your child achieving the minimum academic standard as set out in the School's Admission's Policy current for the year of entry.

8.1.4. However, except where the School agrees otherwise in writing, if you wish to withdraw your child prior to entering year 7 or year 12, Clause 5.1 applies and you will either need to give us a term's written notice or pay us a term's fees in lieu of notice.

**8.2 *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 their 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's premises unless they are taking part in a School activity or otherwise under the direct supervision of a member of School staff.

**8.3 *Consent to participation in contact sports and similar activities.*** 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.

**8.4 *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 attempt to obtain your prior



consent. **However, if it is not practicable to contact you we will make the decision on your behalf. For example, if 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)).**

8.5 ***Our right to make changes at the School.*** Our prospectus, promotional literature, website and any information provided verbally during open days and conducted tours of the School describe in good faith 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 and the method through which we educate your child. For example, we may at our discretion provide educational services remotely.

8.6 ***We will give you notice of significant changes.*** We will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have time to provide the required term's notice of withdrawal to the School under Clause 5.1 above.

8.7 ***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 concerns 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. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Headmaster the School cannot provide adequately for your child's learning support needs. Fees in lieu of notice will not be payable 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.

8.8 ***Entry for public examinations.*** (Senior School only). The School will enter your child's name for public examinations where applicable. However, if the Headmaster is not satisfied that a particular public examination is in the best interests of your child then the School may refuse to enter your child's name for that examination.

8.9 ***Religious observance.*** (Royal Russell School only). By tradition, the School is a Church of England School and this is manifest in its Christian ethos. Services, however, are inter-denominational in character and all pupils must attend services and collective worship.

## **9 The Parents' Obligations**

9.1 ***We require your co-operation.*** To fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Headmaster and School staff, need your co-operation, including 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 encouraging your child in their studies, and giving appropriate support at home;

9.2.2 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);

- 9.2.3 providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education;
- 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 it) are not withheld;
- 9.2.5 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
- 9.2.6 attending meetings and keeping in touch with the School where your child's interests so require.

9.3 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 form in respect of your child. 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 long-term or short-term, including any infections. You must provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same. This is so that we can assess your child's personal educational and medical needs and discharge our legal obligation to safeguard other children attending the School. If you withhold from us or otherwise misrepresent to us information of this nature, please be aware that this may result in us exercising our right to end this contract under Clause 14.1.2 below.

9.4 ***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 them 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 (for example, by sending you/your child work assignments electronically or by post).

9.5 ***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.

9.6 ***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.

9.7 ***Residential requirements.*** Day pupils are required to live with you during term time unless other arrangements are agreed at initial registration or are subsequently approved by the School in writing. During term time, boarders must live at the School except during holidays and exeat weekends or where a written request for other arrangements has been made by you and agreed by the Headmaster. Boarders are not allowed to leave School at any time without House staff's permission.

9.8 **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 nominate a ‘responsible adult’ for your child who will be delegated the authority by you to make decisions relating to your child. If parents live abroad, or may at times be based abroad, the ‘responsible adult’ must be delegated full responsibility for the pupil when not at School, for instance during holidays. The ‘responsible adult’ must reside in the United Kingdom.

9.9 **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 you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address (where that main residential address is in the United Kingdom) for a period of longer than three consecutive school days 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.

9.10 **We are entitled to expect that parents have consulted with each other regarding decisions relating to your child.** You (and each of you as 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 made to both of you.

**We are entitled to require that notices of withdrawal must be signed by both parents.** A notice of withdrawal of your child served under this contract (i.e., under any of Clauses 3.1, 4.6, 4.14 of 5.1) or a notice to change a child’s place from a boarding to a day place (i.e., under Clause 5.2) 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).

9.11 **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 (i.e., under any of Clauses 3.1, 4.6, 4.14 of 5.1) or a notice to change a child’s place from a boarding to a day place (i.e., under Clause 5.2) 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 by phone or in writing of any reason for your child’s absence from School. You can do this by contacting:

9.12.1 The Senior School Office (absence@royalrussell.co.uk) for Senior School pupils,

9.12.2 The Junior School Office (JuniorAbsence@royalrussell.co.uk) for Junior School pupils,

9.12.3 The St David’s Prep Office (office@stdavidsschool.co.uk).

Wherever possible the School's prior consent should be sought for absence from the School.

9.13 ***Raising concerns with the School and making informal 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 School's Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website.

## 10 Insurance

10.2 ***Your responsibility to make your own insurance arrangements.*** 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's premises.

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

11.1 ***We may provide a reference 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, so that they can make a full and legitimate assessment of your child's suitability to be offered a place or a job. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on their ability, aptitude for certain courses and character is fair. However, we cannot be responsible 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.

11.2 ***Our use of information relating to your child, and to you, for certain purposes connected with the running of the School.*** This will include making use of name, contact details, school records, photographs and video recordings relating to your child (and, where appropriate, to you), both whilst your child is at the School and after they have left, for the purposes of:

11.2.1 managing relationships between the School and current pupils/parents and/or fulfilling our obligations under the contract with you;

11.2.2 promoting the School to prospective pupils/parents;

11.2.3 publicising the School's activities; and

11.2.4 communicating with the School community and the body of former pupils.

11.3 In respect of sub-clauses 11.2.2, 11.2.3 and 11.2.4, 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 and (where appropriate) any of the School's social media channels.

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

11.4.1 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

11.4.2 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.

**11.5 As a student visa licence holder, we need to provide certain information to the United Kingdom Visa & Immigration Agency (UKVI).** To comply with our legal obligations as a licensed holder 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 UKVI (and to do so whether we sponsor your child or not).

**11.6 We will send information (e.g., school reports) about your child to both of you as a matter of course.** Those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to their progress, development and/or education generally). The School will 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 (for example, under data protection law).

**11.7 Data Protection Law.** The School will process personal data about you and your child in accordance with the General Data Protection Regulation, Data Protection Act 2018 (as amended or superseded), and other related legislation. We will process such personal data:

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

11.7.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal obligation, or regulatory or good practice requirements;

11.7.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes; and

11.7.4 where necessary for the purposes of legitimate interests pursued by us or a third party, except where such interests are overridden by the interests, rights or freedoms of either your child, you or third party.

## **12 Intellectual Property Rights**

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

## **13 Changes in Ownership, etc**

**13.1 The circumstances in which we may transfer this contract to someone else.** For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School), or amalgamation of the School with another, we may transfer the undertaking of the School to another person or organisation. We will notify you if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

## **14 Ending this Contract**

**14.1 Our rights to end the contract.** In addition to the School's right to terminate 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 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 form in respect of your child and/or you fail or refuse to provide the details of a 'responsible adult' who has authority to make decisions in your absence;
- 14.1.4 you fail or refuse to provide the School 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 4.16;
- 14.1.5 you (or either of you):
  - 14.1.5.1 are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
  - 14.1.5.2 are otherwise unable to pay your debts as they fall due;
  - 14.1.5.3 are the subject of a bankruptcy petition or order; or
  - 14.1.5.4 you enter into an individual voluntary arrangement; or
- 14.1.6 you otherwise do not comply with (i.e., you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Headmaster'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:

- 14.2.1 you have a legal right to end the contract because of something we have done wrong;  
or
- 14.2.2 the School becomes insolvent or goes into liquidation or receivership or administrative receivership, or is wound-up for any reason.

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). However:

14.3.1 if your child does not meet the School's requirements under Clause 8.1.1 for entry to year 7, this contract may end at the end of year 6; and

14.3.2 if your child does not meet the School's requirements under Clause 8.1.2 for entry to year 12, this contract may end at the end of year 11.

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 we will keep any rights we have by 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 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. In the remainder of this Clause 15, we shall refer to these as an "event".

15.2 **What happens if we are affected by an event outside of our control?** If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall 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 prevented from performing all of its obligations as a result of an event for a continuous period of more than 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 or paying fees in lieu of notice.

15.4 **What happens if your child is affected by an event outside of your control.** Subject to Clause 4.15, if your child is unable to attend (or is likely not to be able to attend) the School 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 Clause 15.4.1 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 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 from attending the School or being able to participate and benefit from any level of provision of education by the School for more than 6 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.

For the avoidance of doubt, in these circumstances, your inability to pay the fees (for any reason) shall not constitute an event.

## 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 the address(es) shown in our records or using your other contact details included in our records. **You must notify the School promptly 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 Headmaster and either:

16.3.1 delivered by hand to the School;

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 sent by email to Royal Russell School using [headmaster@royalrussell.co.uk](mailto:headmaster@royalrussell.co.uk); and St David's Prep using [office@stdavidsschool.co.uk](mailto:office@stdavidsschool.co.uk)

16.3.4 otherwise sent to the School's address by post.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4.6, 4.14, 5.1, 5.2 or 5.4 of these terms and conditions (i.e. those provisions dealing with withdrawing your child from the School or otherwise changing your child's place or the activities undertaken by your child) you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 7-days (during a school holiday period) after sending the notice.

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

17.1 **The governing law and jurisdiction that applies to this contract.** The contract is governed by English law, and any dispute will be subject to the exclusive jurisdiction of the English courts.

17.2 **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. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

## 18 Changes to these Terms and Conditions



18.1 ***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 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.

<b>Reviewed and Approved by</b>	Board of Governors	13 December 2024
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