



# AUSTIN FRIARS

## Terms and Conditions

### 1. Definitions

- a) In these terms and conditions
- **'we'** or the **'School'** means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;
  - **'you'** or the **'parents'** means each person who has signed the Acceptance Form as parent or guardian of a child or who with the School's written consent has subsequently assumed parental responsibility for such a child;
  - **'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'** is the School's procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time, a current copy of which is available on the website or on request from the School;
  - **'deposit'** means the sum set out in the Fees and Conditions of Admission;
  - **'fees'** means the fees set out in the Schedule of Fees and Conditions of Admission as amended from time to time;
  - **"Schedule of Fees"** means the published note of the School's prevailing fees notified to you from time to time, a copy of which remains available on the School's website and from the School at any time upon request;
  - **"contract"** has the meaning given in Clause 1.c)\_below
  - **'Head'** means the person appointed by the Trustees of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;
  - **'School Rules'** means the rules of the School; a copy of the current version is included within the Pupil and Parent Handbook, which is provided to each child on entry, as those rules may be amended from time to time. Parents should refer to the School rules on the School website annually for any amendments;
  - **'term'** means a term of the School year as notified to parents from time to time;
  - **'a term's notice'** means notice given not later than the first day of the term preceding the term to which the notice relates. For example, a term's notice is required to withdraw your child from the School. So, if you wish to withdraw your child with effect from the start of the summer term, a term's notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the Lent term immediately before. This is because the summer term is the term to which the notice relates;
  - **'terms and conditions'** means these terms and conditions as amended from time to time.

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

- b) We are Austin Friars, a company registered in England and Wales. Our company registration number is 1894340, our charity registration number is 516289 and our registered office is at Etterby Scaur, Carlisle, CA3 9PB.
- c) The Acceptance Form, the Fees and Conditions of Admission, the School Rules, the Parent-School Relationship Policy, the Disciplinary Procedure and these terms and conditions (as in each case may be amended from time to time) constitute the terms of a contract between you and Austin Friars. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

## **2. Acceptance and Deposit**

- a) An offer of a place for your child at the School is accepted by your completing the Acceptance Form and paying the deposit.
- b) The deposit is not refundable if your child does not take up a place at the School.
- c) The deposit will form part of the general funds of the School. On your child's leaving the School, unless you request otherwise within four months of the end of their final term, your deposit will be donated to the School's Development Fund.

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

- a) 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. This means that if, for example, your child is due to start at the School in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding summer term (ie, the final term of the previous academic year) or pay fees in lieu of notice.
- b) If you provide a term's notice, no further fees will be payable but you will not receive a refund of the deposit.
- c) If you do not provide us with a term's notice (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 to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.

## **4. School Fees**

- a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, but excluding fieldwork and personal copies of texts, shall be met by the fees unless otherwise notified by the School.
- b) Any extra-curricular activities such as private music lessons, drama lessons, trips and visits in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.
- c) Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own. Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid then in order to recover the outstanding payments, the School can, in its discretion, choose to seek payment of the amount outstanding from either parent or both parents. The only exceptions to this are set out in Clause 3.d) immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the School, and do not extinguish either parent's liability for the fees and supplemental charges due under this contract.

- d) A person who has signed the Acceptance Form may be removed from their payment responsibility under this contract by submitting a term's notice but that person must have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form before submitting such notice. Separately, the School may (without obligation to do so) agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing.
- e) If your child has been awarded a scholarship or bursary, your liability will be for the amount of tuition fees due after taking account of that award. An award may be withdrawn or reduced with immediate effect if, in the opinion of the Head, your child's attendance, progress or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you)) no longer merits the continuation of the award 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 an award which includes financial assistance may be withdrawn, you will be notified in advance and, if within fourteen (14) days of that notification your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School without the benefit of the financial assistance.
- f) Each invoice must be paid either in full before the first day of term or, if fees are paid by direct debit, in equal monthly instalments (each instalment being due on the twentieth day of each month) with supplemental charges being collected at the start of each term.
- g) We reserve the right to refuse to allow your child to attend the School and withhold any references while fees or supplemental charges remain unpaid. We may make an interest charge on overdue accounts at the rate then payable on Judgement Debts. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- h) We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.
- i) 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).
- j) We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. For example, if the fees are to increase at the start of the Michaelmas term, we will notify you before the end of the preceding Lent term. 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 due to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School.
- k) Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. For example, the School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.
- l) Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. If your child takes study leave at home before or during examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.

## 5. Notice Requirements

- a) If you wish to:
  - (i) withdraw your child from the School (other than at their normal leaving date); or
  - (ii) withdraw your child from an activity charged for as supplemental;

you shall either give a term's notice to that effect or shall pay to the School a term's fees (or, as the case may be, half a term's charges for the activity that your child has ceased to participate in) 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. In cases where notice

is not given, the appropriate sum in lieu of notice will become due and owing to the School 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.

- b) You acknowledge that the School's affairs are organised on a termly basis and that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

## 6. School Rules

- a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time. The School Rules and Exclusion Policy set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Head may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.
- b) The School may undertake drug and alcohol testing of pupils in accordance with its drug and alcohol policy as set out in the School Rules. The drug and alcohol policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.
- c) The School may, subject to applicable data protection legislation, monitor your child's telephone, email & messaging communication, internet and Wi-Fi use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements..

## 7. Disciplinary Procedures

- a) The Head may at their discretion require you to remove or may exclude, in line with the School's policy, your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- b) Instead of exclusion or suspension, the Head may in their discretion require you to remove your child from the School if the Head considers that:
  - (i) **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
  - (ii) your child's attendance or progress at the School is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children.
  - (iii) **your** behaviour or conduct (or the behaviour or conduct of one of you) is contrary to the Parent-School Relationship Policy;
- c) Should the Head exercise their right under sub-clause 7(a) or 7(b) above, this contract will terminate with immediate effect. You will not be entitled to any refund or remission of fees or supplemental charges paid or due and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable.
- d) The School's Exclusions Policy sets out examples of offences likely to be punishable by temporary or permanent exclusion. These examples are not exhaustive, and in particular the Head may decide that exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- e) The review of serious disciplinary matters is governed by the Complaints Procedure.

## 8. The School's Obligations

- a) 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.
- b) The School maintains the right to determine the appropriate year group into which to place a pupil and will not automatically conform with the maintained sector year groups in England, nor the approaches taken within other countries.
- c) The School shall not be obliged to permit your child to enter the VI Form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the VI Form after the results of GCSE or equivalent examinations are known, and may make entry to the VI Form conditional upon the results of such examinations. However, except where the School agrees otherwise in writing and even where the School has imposed conditions on entry into the Senior School or Sixth Form, if you wish to withdraw your child prior to entering the Senior School or Sixth Form, Clause 4. 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.
- d) The School recognises that in certain circumstances, it may not have the resources and specialist personnel that other, larger schools in the maintained sector are able to access to effectively support children with complex needs. In the event that the Headmaster is not confident of the School's ability to keep a child safe, (or other pupils and, or, staff safe), due to the complex needs of that individual, then the Headmaster reserves the right to withdraw their place without notice. In such circumstances no fees in lieu of notice will be payable by you.
- e) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.
- f) Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.
- g) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- h) We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. 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.
- i) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- j) Our website and prospectus describe the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including to the curriculum or to 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).
- k) Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. For example, if a change is to take effect at the start of the Michaelmas Term, we would notify you before the end of the preceding Lent Term. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the

School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 4. above..

- l) We shall monitor your child's progress at the School and produce regular written reports. 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. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.
- m) Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School's policies..

## **9. The Parents' Obligations**

- a) In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- b) You must co-operate with the School and School staff in good faith, including by:
  - (i) maintaining a constructive relationship with School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate as per the Parent - School Relationship Policy ;
  - (ii) encouraging your child in his or her studies, and giving appropriate support at home;
  - (iii) keeping the School up-to-date and informed about 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, any changes to their immigration status, and information relating to your child's health or special educational needs or medical conditions);
  - (iv) 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 (which may include information relating to your child's health or special educational needs or medical conditions) or changes to any of them are not withheld and are shared in a timely and transparent manner;
  - (v) engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and
  - (vi) attending meetings and keeping in touch with the School where your child's interests so require.
- c) It is a condition of your child joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same. If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14b) below.
- d) If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is

considered appropriate, we may provide education to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate (including, for example, by sending you/your child work assignments electronically or by post). For the avoidance of doubt, the School is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate.

- e) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- f) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of each such person. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to each of them.
- g) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- h) 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 for a period of longer than three (3) 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.
- i) Where we notify you that this is a requirement (for example for parents who live overseas), It is a condition of your child's joining and remaining at the School that you complete and submit to the School a parental absence form for your child. This form will nominate a 'responsible adult' (or 'educational guardian') for your child who, amongst other things, can be contacted if the School is not able to contact you (in order to make decisions relating to your child) and who can look after your child in your absence. If your child's visa is sponsored by the School as a *Child Student* this is a requirement of their visa.
- j) 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.
- k) 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.
- l) 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 delay. Complaints should be made in accordance with the School's Complaints Procedure.
- m) You agree to help the School to fulfil its duty of care by only parking in designated areas while on school site.  
**NOTE:**  
Pavements, kerbs, grass verges, double yellow lines and minibus parking bays **DO NOT** constitute designated parking areas.

## 10. Insurance

You must make your own insurance arrangements if you require cover for your child's personal property while at School or for the payment of fees due to absence of your child or closure of the School premises. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the school fees.

## 11. Confidentiality, References & Data Protection

- a) You 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 (or received by us) shall 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 liable for any loss you or your child is alleged to have suffered resulting from a reference or report given by us or correct statements of fact contained, in any reference or report given by us.
- b) You are required to update us of changes to information held, or in circumstances relating to, you and/or your child including:
  - (i) confirming (or updating, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and
  - (ii) informing the School of any change to your 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.
- c) Any person who has parental responsibility for your child is entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School will therefore disclose such information as a matter of routine to each such person unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law)
- d) The School will process personal data about you and your child in accordance with data protection law, including the Data Protection Act 2018 (as it is amended or superseded) and other related legislation. We will process such personal data as set out in this Clause and in the School's '*Privacy Notice*' which is available on the School's website and as may be amended from time to time.
- e) In order to comply with our responsibilities as a licensed *Student Sponsor* for immigration purposes, we may need to provide information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor your child or not). Such information may include information about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated).

## 12. Intellectual Property Rights

We shall recognise any intellectual property rights vested in your child.

## 13. Changes in Ownership etc

For the purposes of reconstruction 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.

## 14. Ending this Contract

In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 6, 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:

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

- c) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
- d) you (or either of you):
  - (i) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
  - (ii) repeatedly or persistently fail to pay the fees on time;
  - (iii) are otherwise unable to pay your debts as they fall due;
  - (iv) are the subject of a bankruptcy petition or order; or
  - (v) you enter into an individual voluntary arrangement; or
- e) you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.
- f) You may end this contract at any time by notice in writing to the School if:
  - (i) you have a legal right to end the contract because of something we have done wrong; or
  - (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- g) 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). This may be at the end of Year 11 if your child does not meet any requirements imposed by the School for entry to the Sixth Form.
- h) Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

#### **15. Events outside of our, or your control**

- a) We mean any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance 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 14 we shall refer to such events outside of our/your control as an "**event**".
- b) If an event 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).

- c) If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- d) Subject to Clause 4\_ (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
  - (i) 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;
  - (ii) in circumstances where, following the efforts made and steps taken under sub-clause 15d)(i) above, your child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
  - (iii) if the event continues to prevent your child wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at School or remotely) for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

## **16. Communications**

All notices required to be given under these terms and conditions must be given in writing.

- a) Communications (including notices) will be sent by the School to you at the address(es) shown in our records or using your other contact details included in our records.
- b) You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the School's address or using [office@austinfriars.co.uk](mailto:office@austinfriars.co.uk) . If sent by first class post, notice shall be deemed to have been given on the second day after posting.

## **17. Interpretation**

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

## **18. Jurisdiction and Governing Law**

- a) The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts. You agree with us to submit to the exclusive jurisdiction of the English courts.
- b) If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

## **19. Variations**

We reserve the right to make reasonable modifications to these terms and conditions from time to time.