



## Parent Contract & Appendix 1: Acceptance Form

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Approval:	Clare Bradbury, Headteacher
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*For office use only:*

Website	Required	✓
Internal Staff purposes only		



## PARENT CONTRACT Terms and Conditions

### 1. Definitions

(a) In these terms and conditions

"**Acceptance Form**" means the form provided by the School for parents to complete when accepting a place for their child at the School (Appendix 1);

"**child**" means a child of whatever age admitted by the School to be educated;

"**the Complaints Procedure**" is 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. A copy of the procedure is on the School's website and is otherwise available from the School at any time upon request;

"**contract**" has the meaning given in Clause 1 (b) below;

"**deposit**" means the amount set out and referred to as the deposit in the Acceptance Form and that is set out in the Schedule of Fees;

"**Education Services**" means the School's provision of classes, lessons and related or ancillary services (including pastoral and welfare services etc) to your child;

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

"**Head**" means the person appointed by the Governors 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;

"**Schedule of Fees**" means the published note of the School's prevailing fees;

"**School Rules**" means the body of rules and policies of the School which set out our expectations concerning conduct and behaviour, as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. Copies of the School's policies are available on the School's website.

"**term**" means a term of the School as published on the School's calendar;

"**a term's notice**" means written notice given not later than the first day of the term preceding the term to which the notice relates;

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

"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; and

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or a person who with the School's written consent replaces a person who has signed the Acceptance Form.

In these terms and conditions we sometimes provide illustrative examples by using words "for example", "includes" and "including" which are not intended to be exclusive or limiting examples of the matter in question.

- (b) We are Oakwood School, a company registered in England and Wales. Our company registered number is 1105033, our charity registration number is 05055346 and our registered office is at Oakwood School, Chichester, West Sussex, PO18 9AN. Our VAT registration number is 480 3823 89.
- (c) The Acceptance Form, the Schedule of Fees, the Complaints Procedure and these terms and conditions form the terms of a contract between you and Oakwood School. 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 submitting the duly completed Acceptance Form (Appendix 1) and paying the deposit.
- (b) The deposit is not refundable if your child does not take up a place at the School. The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.
- (c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you shall either give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start, or pay to the School fees in lieu of notice. If such notice is received by the School by that time the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. Where the fees have been paid in lieu of notice, the School shall credit the deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any bursary awarded to you.

## **3. School Fees, Specified Charges and Payment**

- (a) School Fees: The School fees cover the provision of Education Services (see Clause 1.1) unless otherwise notified by the School.
- (b) Specified Charges: Any specialist lessons (for example music, speech & drama and SEND), extra-curricular clubs and residential trips in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. We reserve the right to charge for occasional extra-curricular trips that may be arranged. 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. This includes individualised assessment where appropriate, including input from external professionals or one-to-one support.

- (c) VAT and applicable taxes: As stated in the Schedule of Fees, all of the Fees are inclusive of VAT with the exception of Pre-School fees which are VAT exempt.
- (d) You may be required to reimburse the School for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT.
- (e) In some cases, the School may send you invoices for services provided to you by a third party where the School is acting as agent for that third party. Where this happens, the School will either provide details of these agency arrangements in our invoice, or contact you separately to provide such information.
- (f) If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.
- (g) Who is responsible for payment: Each of you, having signed the Acceptance Form, is responsible for ensuring that all of the Fees are paid to the School. This is because our contract applies to both of you together and each of you on your own. In practice, this means that if any of the Fees have not been paid, then the School can, in its discretion, choose to seek payment of the amount outstanding from either or both of you. The only exceptions to this are set out below in clause 3(h). 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 of your responsibility for the Fees due under this contract.
- (h) How one parent can remove him/herself from their payment responsibility and circumstances where the School may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract. A parent may be removed from their payment responsibility under this contract but that parent must have obtained the prior written consent of both the School and the other parent who has signed the Acceptance Form. Separately, the School may 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 we agree otherwise in writing.
- (i) If your child has been awarded a bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour 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 may be withdrawn from your child, you shall be notified in advance. If, within 14 days following the withdrawal of a bursary, a child is withdrawn from the School, no fees in lieu of notice will be payable.
- (j) How the School Fees are charged and payment requirements. Each invoice must be paid either in full by direct bank transfer before the first day of term or, if fees are paid in monthly instalments via SFP School Fee Plan (each instalment being due on the first working day of each month) with supplemental charges being collected at the start of each term. Where fees are paid by bank transfer, the fees for each term accrue separately, with any payments being applied to the oldest outstanding fees.

- (k) Consequences of non-payment or late payment. If you do not make any payment to the School by the due date for payment, we may:
- reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent default in relation to supplemental charges.
  - make an interest charge of 3 per cent above the base rate for the time being of the School's bank on late payment.
  - inform any other school or educational establishment to which you propose to send your child of any outstanding fees.
- (l) Our ability to increase the School Fees. The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.
- (m) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise or as a result of your child being required to study from home because we are providing Education Services remotely for whatever reason.
- (n) Information on your identity and the source of funds. From time to time, we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:
- your identity;
  - your child's identity;
  - that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
  - your child's right to enter, live and study in the United Kingdom;
  - the legitimate source of funds you are using to pay the Fees; and
  - information provided to us as part of, or in connection with, an application for (or our grant of) a bursary/scholarship award.

You must promptly provide the School with the information and documentation we ask for, including by any deadlines we might specify in writing.

- (o) Allocation of payments to your Fees account. The School is entitled to allocate payments from you to your account as it sees fit. For example, the School is entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.
- (p) How School Fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School. Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (i.e., where you have prepaid all or part of the School Fees due under this contract) you will still need to meet the difference (if any) between the amount per term prepaid under the FIA Terms and Conditions and the total Fees and other amounts due in respect of your child each term under this contract. The School will provide a termly statement of account in respect of the School Fees, Specified Charges and other amounts due, and the difference will be payable in accordance with the terms of this contract.

#### **4. Notice Requirements**

(a) If you wish to withdraw your child from the School (other than at the normal leaving date), you shall either give a term's notice to that effect or shall 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.

(b) In cases under (a) above, 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.

(c) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a half term's notice to that effect or shall pay to the School a half term's charges for the activity in which your child has ceased to participate.

(d) The School's affairs are organised on a termly basis and 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.

#### **5. 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.

(q) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School's Policy (IT Acceptable Use Policy).

#### **6. Disciplinary Procedures**

(a) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, exclude your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour outside school) is 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) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of you or either of you is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.

(c) Should the Head exercise his/her right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.

(d) The Behaviour Management, Rewards & Sanctions Policy sets out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive, and in particular the Head may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the child's record at the School may be taken into account.

(e) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. The review of serious disciplinary matters is governed by the Complaints Procedure.

## **7. The School's Obligations**

(a) Subject to these terms and conditions, the School will provide the Education Services and accept your child as a pupil of the School from the time of joining the School until the end of his or her preparatory schooling.

(b) 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. We cannot accept any responsibility for your child while off the School premises unless he or she is taking part in a School activity or otherwise under the direct supervision of a member of School staff.

(c) In order to fulfil our obligations, we need your co-operation, including 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; providing cooperation and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

(d) We undertake not to subject your Child to corporal punishment, or to physical contact except where such contact may be lawful, appropriate and proper for the purposes of teaching, providing comfort to pupils in distress or to maintain safety and good order in connection with the pupils' welfare. 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.

(e) 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 recommended by a doctor (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).

(f) 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 the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises), and we reserve the right to do so. We will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.

(g) 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 specific conditions, for example dyslexia, ADHD, ASD . 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 Head the School cannot provide adequately through reasonable adjustments for your child's special educational needs.

(h) Religious observance and relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School's policies.

## **8. The Parents' Obligations**

(a) It is a condition of your child's joining 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. 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 undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. In such circumstances we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

(b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

(c) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.

(d) 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.

(e) We cannot accept any responsibility for the welfare of your child while off the School premises unless he/she is taking part in a school activity or otherwise under the supervision of a member of the School staff.

(f) 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.

(g) You undertake to maintain a constructive relationship with the School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment).

(h) You will encourage your child in his or her studies, and give appropriate support at home.

(i) You will keep 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).

(j) You will ensure that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to them) are not withheld.

(k) You will provide cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education. The school must be informed as soon as possible 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 (in writing to the Head Teacher).

(l) Attend meetings and keep in touch with the School where your child's interests so require.

(m) 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 or 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.

- (n) Circumstances where we may require you to keep your child away from School. The School reserves the right to require your child to remain away from School in the following circumstances:
- due to a health or safety risk (including a virus, pandemic, epidemic or any other health or safety risk, including circumstances where the School reasonably concludes that your child does or may pose a risk of harm to themselves or others); and/or
  - where a disciplinary matter is being investigated by the School and this relates to the conduct of your child or engages their (or another child's) safety or well-being. In such circumstances, the requirement to keep your child away from School would be a neutral act during the investigation procedure. (Alternatively, your child may be placed under a special regime if they remain on School premises); and/or
  - the School considers that this is in the best interests of your child and/or of other pupils at the School; and/or
  - if you do not pay the School Fees in full and on time.

Except in cases of non fee payment we may provide Education Services to your child remotely during such period on a temporary basis and to the extent this is reasonable or proportionate. 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.

(o) 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 must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School is entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).

(p) Raising concerns with the School and making formal complaints. If you have cause for concern about your child's safety, care, discipline or progress, you must inform the School as soon as possible. Complaints should be made in accordance with the Complaints Policy.

## 9. Insurance

You must make your own insurance arrangements if you require cover for your child's person or 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 a personal accident insurance scheme, the charge for which is included in the fees. The termly premium has been provisionally charged on the fee account and cover will be automatically assumed unless the school received notification to the contrary in advance of the beginning of term.

## **10. Confidentiality and References**

(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 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 his/her ability, aptitude for certain subjects and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.

(b) You consent to us making use of information relating to your child whilst he or she is at the School (including photographs and video recordings) and after he or she has left for the purposes of promoting the School to prospective pupils through our prospectus and website, managing relationships between the School and current pupils, providing references and communicating with the body of former pupils. The School will process personal data about you and your child in accordance with data protection law including the UK General Data Protection Regulation the Data Protection Act 2018 (as it is amended or superseded) and any other legal requirement or obligation. We will process such personal data as set out in the School's Privacy Notice.

## **11. Intellectual Property Rights**

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

## **12. Changes in Ownership etc**

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all parents in relation to such changes.

## **13. Ending the Contract**

(a) The School shall be entitled to cancel this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this or any similar agreement with the School and have not (in the case of a breach which is capable of remedy) remedied the same within (14) days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions). For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this agreement:

- failure to pay any fees or supplemental charges on time on more than two occasions;
- 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 the Services by the School to your child (including by misrepresenting at any point in time that your child is legally entitled to enter and study in the United Kingdom when in fact your child is not or any information about your child's health, medical conditions, special educational needs, disability or allergies);
- any other circumstance where your child is excluded from the School in accordance with the terms of this agreement; and

- failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.

(b) Either party may cancel this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

(c) For the avoidance of doubt, this agreement shall end at the end of your child's schooling.

(d) 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 Fees. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

#### **14. Force Majeure (i.e. circumstances beyond our or your control)**

14.1 In this agreement "force majeure" shall mean any cause beyond a party's control (including, 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).

14.2 In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure.

Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

14.3 If the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying fees in lieu.

14.4 In the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of his or her severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:

- (a) You shall, in consultation and cooperation with the School, use all reasonable endeavours to:
- (i) mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely); and
  - (ii) resume the performance of the obligations as soon as reasonably possible;
- (b) In circumstances where, following the efforts made and steps taken under Clause 14.4(a), your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and

(c) in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's fees in lieu.

**15. Communications**

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Acceptance Form as having been made to both or all such persons. Notices that you are required to give under these terms and conditions must be addressed to the Head either by email or letter to the School. If sent by first class post, notice shall be deemed to have been given on the date of receipt or written notice.

**16. Interpretation**

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

**17. Jurisdiction and Governing Law**

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

**18. Variations**

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School.



## Acceptance Form

When you complete, sign and submit this Acceptance Form and pay the deposit, you and the School enter into a legally binding contract, upon the School's Parent Contract terms and conditions.

If you subsequently change your mind and decide to withdraw your child before they take up their place, you may lose your deposit and be responsible for paying us fees in lieu of notice – see Clause 4 of the terms and conditions for more information about this.

Each person with parental responsibility for the child is required to sign this Acceptance Form and the School is entitled to treat any instruction, authority, request or prohibition received from one signatory as having been given on behalf of all signatories and therefore on behalf of all those with parental responsibility for the child. An exception to this is a notice of withdrawal of the child from the School, which must be signed by all those with parental responsibility.

Please note that under Clause 13 of the terms and conditions, the School can terminate this Parent Contract if you misrepresent or withhold information about your child.

By signing this Acceptance Form we confirm that:

- (a) All holders of parental responsibility for the child named below have signed this Acceptance Form and that no one else holds parental responsibility for them.
- (b) We, as holders of parental responsibility for the child named below, live together / separately\* at the address(es) shown below and we agree to notify the School immediately of any change of address or our family circumstances.
- (c) Neither of us are in arrears on the payment of any fees or charges owing to our child's current or previous school.
- (d) Unless otherwise notified to the School before signing this Acceptance Form:
  - a. There are no court orders in place in respect of our child
  - b. any information about us and/or our child that has previously been notified to the School, including as part of the registration and admissions process (including information about our child's health / medical conditions, disability and special educational needs) is and remains complete and accurate and we will notify the School about any changes to this information before our child joins the School;
  - c. we have separately notified the School about any other matters concerning us and/or our child, of which the School should reasonably be made aware, and we will promptly and truthfully respond to any requests made by the School for further information or clarification about such matters; and
  - d. our child has the right to enter, live and study in the United Kingdom and, if applicable, we have made appropriate arrangements for our child's visa application, travel, reception, living and care in the UK.

*Please sign the Parent Contract overleaf.*

We/I\* hereby accept the offer of a place at the School for [name of child] \_\_\_\_\_ with effect from (state month) \_\_\_\_\_ year 202\_\_ and have made a bank transfer for £500 as a deposit.

We/I\* acknowledge and agree that the Terms and Conditions attached to this Acceptance Form as varied, in writing, from time to time form part of the contract between us/me\* and the School. In particular, we/I\* agree to pay the fees and supplemental charges when due – see Clause 3(b).

We/I\* confirm that we/I\* have read the School’s Terms and Conditions documents referred to in Clause 1(c) attached to this form and we/I\* agree that we/I\* and our/my\* child shall observe and be bound by the Parent Contract Terms & Conditions as varied, in writing, from time to time.

*\* Please delete as appropriate*

<b>Signature:</b>	<b>Signature:</b>
<b>Print name:</b>	<b>Print name:</b>
<b>Date:</b>	<b>Date:</b>
<b>Relationship to child:</b>	<b>Relationship to child:</b>
<b>Tick here to confirm that this signatory has parental responsibility for the child</b>	<b>Tick here to confirm that this signatory has parental responsibility for the child</b>
<b>Address:</b>	<b>Address:</b>

**NB:** Bank details: Oakwood School, NatWest sort code 60-05-24, A/c 20542240

Please use your surname and ‘deposit’ as the reference.