



S. ANSELM'S SCHOOL

PARENT CONTRACT

**S. Anselm's School Trust Ltd.
Bakewell
Derbyshire
DE45 1DP**

PARENT CONTRACT

BETWEEN:

- (1) **S. ANSELM'S SCHOOL TRUST LTD.** whose registered office is situate at S. Anselm's School Bakewell Derbyshire DE45 1DP ("the School")
- (2) **THE PARENTS**

BACKGROUND

- a) The School is a mainstream day school for boys and girls aged 3 to 16 with boarding for children aged 7 to 13. The School comprises: the Pre-Prep, for boys and girls aged 3 to 7; the Preparatory School, for boys and girls aged 7 to 13 and the College, for boys and girls aged 13 to 16.
- b) The Parents have applied for a place at the School for the Pupil.
- c) Documents referred to in this contract, as amended from time to time, are available for inspection on the School's website or in hard copy upon request.
- d) The terms of this contract reflect the custom and practice of the School and are intended to promote the education and welfare of each pupil and the stability, forward planning, proper resourcing and development of the School, as well as setting rules to govern the relationship between the Parents and the Pupil on the one hand and the School on the other.
- e) It is the School's intention that the terms of this contract will be applied in such a way as to achieve a balance of fairness between the rights and needs of the Parents and the Pupil and those of the School community as a whole. The School aims to ensure that it and its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. The School aims also to promote good order and discipline throughout the School community and to ensure compliance with the law.

CONTRACT TERMS

1. ADMISSION TO THE SCHOOL

- 1.1. This contract will take effect from the time of receipt by the School of the Admission Form and this contract all duly executed together with any other documents and/or information specified by the School and payment of the Registration Fee and Deposit provided that if these are not received at the same time this contract will take effect from the time of receipt of the last of them.
- 1.2. Allocation of a place at the School in respect of the Pupil will not take place until the Parents have completed the Admission Form and have duly executed this contract and have returned all of those documents and any other documents and/or information specified by the School to the School together with payment of the Registration Fee and Deposit and the Parents have received written indication

from the School that a place has been allocated with effect from a specified date or School term.

- 1.3. Allocation of a place will be subject to any requirements and conditions which the School may specify.
- 1.4. If a place at the School is allocated in respect of the Pupil, the School will provide educational services in respect of the Pupil on the terms set out in this contract. If no place is allocated the Deposit will be refunded.
- 1.5. Where in the application process the Parents are required to provide information or make disclosure to the School they have done so and/or will do so honestly, accurately and completely. Any failure to do so (referred to in this contract as a "Disclosure Default") will be viewed by the School as a serious breach of this contract.
- 1.6. In the event of a Disclosure Default coming to the School's attention where a place has been allocated but the Pupil has not yet taken up that place the School will be entitled to withdraw that place whereupon the Deposit will be forfeit and the School will be entitled to charge a full term's fees and other charges as applicable (at the rate which would have been applicable in the term following) in lieu of notice.
- 1.7. In the event of a Disclosure Default coming to the School's attention where a place has been allocated and the Pupil has taken up that place the School will be entitled to withdraw that place and expel the pupil from the School whereupon the Deposit will be forfeit and the School will be entitled to charge a full term's fees and other charges as applicable (at the rate which would have been applicable in the term following) in lieu of notice. There will be no refund in respect of the unexpired portion of any term.
- 1.8. Where a place has been allocated in respect of the Pupil but the Pupil has not yet taken up that place the School reserves the right to withdraw that place, even in the absence of Disclosure Default or other serious breach of this contract, where in the School's opinion this is necessary in the interests of the School. In that event the Deposit will be returned.
- 1.9. In the event that, a place having been allocated in respect of the Pupil, the Pupil does not for whatever reason (other than where the School withdraws the place) take up that place at the due time, the School will be entitled to withdraw the place, forfeit the Deposit and charge a full term's fees and other charges as applicable (at the rate which would have been applicable in the term following) in lieu of notice.
- 1.10. The Registration Fee will for all purposes be non-refundable and will not be refunded in the event that the Pupil does not for whatever reason take up a place or in any other circumstances.
- 1.11. The Deposit will unless forfeit pursuant to the terms of this contract be credited against the last account payable in respect of the Pupil, with any surplus refunded.

2. FEES AND OTHER CHARGES

- 2.1. The School's fees structure is as published from time to time on the School's website and elsewhere. Fees are reviewed annually and are subject to increase from time to time. The School will give at least 8 weeks' notice of any fees increase.
- 2.2. The School reserves the right to specify from time to time without consulting the Parents that Extras should be incurred for the benefit of the Pupil and added to the Parents' account where such Extras are in the School's opinion reasonably necessary for the benefit of the Pupil.
- 2.3. The School will send out invoices regularly in respect of fees, Extras and any other charges payable by the Parents from time to time and the Parents will (in the absence of contrary written agreement) pay such invoices by cheque or bank transfer forthwith. If elements of the invoice are under query, the balance of the invoice must be paid at the due time. The School reserves the right to submit invoices by email and to require payment to be made by bank transfer.
- 2.4. Fees will not be refunded or waived for absence through sickness or if a term is shortened or a vacation extended or if the Pupil is released home after public examinations or otherwise before the normal end of term.
- 2.5. The School reserves the right on 3 days' written notice to the Parents to exclude the Pupil from the School and withhold any information, references, services or property while any fee invoice or other charges or sum owing remain unpaid.
- 2.6. In the event that any fee invoice or other charges or sum owing remain unpaid for 28 days the School reserves the right to serve written notice expelling the Pupil from the School whereupon the School will be entitled to treat the Pupil as withdrawn without notice by the Parents. In such event there will be no refund in respect of the unexpired portion of any term and a full term's fees and other charges as applicable (at the rate which would have been applicable in the term following such written notice) will be due in lieu of notice.
- 2.7. In the event that any fee invoice or other charges or sum owing are not paid at the due time the School reserves the right to charge interest on unpaid amounts at 4% above the Natwest Bank Plc base rate from time to time. Any sum tendered that is less than the sum due and owing may be accepted by the School on account only and interest will continue to accrue on the unpaid balance.
- 2.8. Any payment by a third party such as a grandparent of sums due to the School in respect of the Pupil will be credited to the Parents' account but will not release the Parents from liability except to the extent of the sum paid and in the absence of contrary agreement the School reserves the right to appropriate such payment to the unpaid account of any other child of the Parents. Any agreement or arrangement with such third party for payment of sums owing to the School will not release the Parents from liability except to the extent of any sums paid. The School reserves the right to refuse payment from a third party.

- 2.9. The School will not without separate written agreement accept any arrangement under which a lump sum advance payment of fees or other charges by or on behalf of the Parents may be made or under which the School would accept payment by instalments. Any such arrangement will not imply entitlement or commitment to any similar arrangement at any future time.
- 2.10. Any scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the part of the Pupil and of the Parents and may be withdrawn without notice if the applicable conditions are not met. In particular, awards relating to music and sport will depend upon adherence to such standards as regards practice and achievement as the School may from time to time specify. Awards relating to sport will further depend upon the Pupil continuing to represent the School if selected.
- 2.11. In view of legislation relating to money-laundering, in some circumstances the School will need to obtain satisfactory evidence (such as sight of a passport) of the identity of a person making payment to the School. Payment by means of large sums of cash cannot be accepted and further the School reserves the right to decline any cash payment.
- 2.12. All and any fees or charges payable or other sum owing in respect of the Pupil at any other school have been paid or will be paid in full before a place is taken up. The Parents consent to the School making enquiries of other schools for confirmation that such payment has been made and consent to the School informing any other school if any School Invoice is unpaid. In the event that the Parents have failed to pay sums due to previous schools the School reserves the right (where the Pupil's place has not yet been taken up) to withdraw the Pupil's place or (where it has) to expel the Pupil from the School whereupon the Deposit will be forfeit and the School will be entitled to charge a full term's fees and other charges as applicable (at the rate which would have been applicable in the term following) in lieu of notice. There will be no refund in respect of the unexpired portion of any term.
- 2.13. The School operates the Nursery Education Grant scheme and accepts payment under that scheme. The School reserves the right to withdraw from that scheme on a term's notice meaning notice given before the start of a term to expire at the end of that term.
- 2.14. The Parents will be charged by the School for the cost of any GCSE entrance fees incurred in respect of the Pupil.

3. PROVISIONS RELATING TO NOTICE

- 3.1. Where a place has been allocated and the Pupil has taken up that place and the Parents wish to remove the Pupil from the School, which will include not wishing the Pupil to progress from Pre-Prep to the Preparatory School or from the Preparatory School to the College, the Parents will be required to give notice expiring at the end of a term. The period of notice required will be at least a term's notice, meaning (in respect of the intended final term) written notice of removal delivered to the School before the first day of that term and expiring at the end of

that term. In the event of failure to give such notice the Parents will be liable for a full term's fees and other charges as applicable in lieu of notice at the rate which would have applied in respect of the term following the intended final term.

- 3.2. Where a place has been allocated but the Pupil has not yet taken up that place and the Parents do not intend the Pupil to take up that place the Parents will be required to give at least a term's notice of the intention not to take up the place, meaning (in respect of the intended starting term) written notice of the intention not to take up the place delivered to the School before the first day of the previous term and expiring at the end of that previous term. In the event of failure to give such notice the Parents will be liable for a full term's fees and other charges as applicable in lieu of notice at the rate which would have applied in respect of the intended starting term.
- 3.3. Where the Parents wish to discontinue or cancel boarding or extra tuition or any other service or facility for which a charge is made, the Parents will be required to give notice expiring at the end of a term. The period of notice will be at least a term's notice meaning (in respect of the intended final term in which the boarding or tuition or other service or facility in question is to be taken) written notice of discontinuance or cancellation delivered to the School before the first day of that term and expiring at the end of that term failing which the Parents will be liable for a full term's charges as applicable in lieu of notice.
- 3.4. In appropriate circumstances such as misconduct by the Pupil or the Parents the School may expel the Pupil from the School on one term's written notice expiring at the end of a term, given in writing before the start of that term. If such misconduct is serious the expulsion may be with less or no notice, without refund for any unexpired period of any term and the School reserves the right to charge a term's fees in lieu of notice and to forfeit the Deposit. The School would not expel the Pupil without good cause and full consultation with Parents and also (if of sufficient maturity and understanding the Pupil. The decision would be open to appeal under the School's Complaints Procedure.
- 3.5. Except as has already been disclosed to the School in writing by the Parents the Pupil has not been withdrawn or expelled from or asked to leave another school whether as a result of misconduct or for any other reason and has not been convicted of any criminal offence and is not under investigation in respect of any criminal offence.

4. PASTORAL CARE

- 4.1. The School will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard.
- 4.2. The School will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.

- 4.3. The Pupil has certain legal rights which the School must observe. The nature and extent of these will depend upon the Pupil's level of maturity and understanding but potentially these include the right to give or withhold consent in a variety of circumstances, certain rights of confidentiality and, usually, the right to have contact with both natural and/or adoptive parents. If a conflict of interest arises between the Parents and the Pupil, the rights of and duties owed to the Pupil will in most cases take precedence over the rights of and duties owed to the Parents.
- 4.4. The Parents authorise the School to make in appropriate circumstances and in good faith all decisions which it is considered on proper grounds will safeguard and promote the Pupil's welfare.
- 4.5. The Parents give their consent to such physical contact with the Pupil as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare. The School does not administer corporal punishment but staff are authorised to restrain pupils, in accordance with the School's rules relating to the restraining of pupils, if the need should arise.
- 4.6. The Parents consent to the Pupil participating in contact sports and non-contact sports and other activities as part of the normal School and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
- 4.7. The Parents have disclosed to the School in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of the Pupil's immediate family and the Parents will as soon as possible notify the School of any such which may arise.
- 4.8. The Parents have disclosed to the School any family circumstances or court order or matrimonial legal proceeding or other matter which might affect the Pupil's welfare or happiness or any concerns about the Pupil's safety and the Parents will as soon as possible notify the School of any such which may arise.
- 4.9. If the Pupil is in receipt of a bursary or other arrangement involving remission in fees made by the School in reliance on representations as to parental means the Parents must, as soon as possible, disclose to the School in confidence any change in financial circumstances.
- 4.10. The Parents authorise the School to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality and to impart confidential information on a "need to know" basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, teachers and other members of the School staff may need to be informed of any particular vulnerability the Pupil may have.
- 4.11. The School reserves the right to monitor the Pupil's use of e-mail communications, the internet and mobile electronic devices.

- 4.12. The School needs to be aware of any matters that are relevant to the Pupil's safety and security. The School must therefore be notified in writing immediately of any court order or situation of risk in relation to the Pupil for whom any special safety precautions may be needed.
- 4.13. The Parents may be excluded from School premises if the School considers such exclusion to be in the best interests of the Pupil or of the School.
- 4.14. The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but cannot accept responsibility if the Pupil leaves School premises in breach of School Rules.
- 4.15. The School can accept no responsibility during exehats, half term or the holidays for the Pupil. The Parents must make appropriate arrangements for care, accommodation and travel in respect of such periods and will be responsible for all reasonable costs and charges raised by the School where the School is left in charge of the Pupil on such occasions.
- 4.16. It is the School's custom and practice, as with most independent schools, to include photographs or images of pupils in the School's promotional material such as prospectus and website. If the Parents do not want the Pupil's photograph or image to appear in this way the Parents should so notify the School in writing.
- 4.17. The Parents consent to the Pupil travelling by any normal form of public or private transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 4.18. The Pupil is responsible for the security and safe use of all of the Pupil's personal property including money, watches, computers, calculators, musical instruments and sports equipment and for property lent by the School. The Parents are responsible for insurance of the Pupil's personal property whilst at the School or on the way to and from School or any School-sponsored activity away from School premises and (in the absence of negligence or other wrongdoing causing such injury, loss or damage) the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.
- 4.19. The School welcomes staff, children and parents regardless of ethnic origin, colour, race, creed or disability. At present, the School's physical facilities for the disabled are limited but the School will do all that is reasonable to ensure that the School's facilities and opportunities are made accessible to children who have disabilities and to comply with all applicable legislation in order to accommodate the needs of pupils and staff who have disabilities.

5. HEALTH AND MEDICAL MATTERS

- 5.1. The Parents have made full written disclosure to the School of all and any medical condition, health problem or allergy having substantial effect on the Pupil's health and will as soon as possible disclose any such which may arise.

- 5.2. The Parents have made full written disclosure to the School of any medical condition which would prevent the Pupil from taking part in games or sporting activities or other aspect of the School's curriculum and will as soon as possible disclose any such which may arise.
- 5.3. The Parents have made full written disclosure to the School of any known instance of contact which the Pupil may have had with infectious diseases and will as soon as possible disclose any such which may arise.
- 5.4. In even of medical emergency, if the Parents cannot be contacted, the Parents authorise the School to make decisions regarding emergency medical treatment including blood transfusion, general anaesthetic and surgery under the National Health Service or privately and whether in the United Kingdom or outside it where certified by an appropriately qualified person as being necessary for the Pupil's welfare.

6. EDUCATIONAL MATTERS

- 6.1. Within the published range of the School's provision from time to time, the School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for the Pupil and to provide education to at least the standard required by law.
- 6.2. The School must reserve the right to organise the curriculum and its delivery in a way which the School considers to be most appropriate to the School community as a whole. The School's policy on streaming, setting and class sizes may change from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils. If the Parents have specific requirements relating to any aspect of the Pupil's education they are invited to notify the School. The School's Complaints Procedure is available for such purposes.
- 6.3. If the Parents have concerns relating to the Pupil's education or progress they are invited to notify the School. The School's Complaints Procedure is available for such purposes.
- 6.4. The School will monitor the progress of the Pupil and report regularly to the Parents by means of grades, full written reports, consultations and meetings.
- 6.5. The Pupil will receive education in health and life-skills appropriate to age in accordance with the curriculum from time to time. This will include sex education. If the Parents do not wish the Pupil to receive sex education they should give the School notice in writing to that effect.
- 6.6. The School may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff.

- 6.7. Information supplied to Parents and others concerning the progress and character of the Pupil and about examination, further education and career prospects and any references will be given conscientiously and with all due care and skill but otherwise (in the absence of negligence on the part of the School) without liability on the part of the School.
- 6.8. The Parents have provided in confidence details of any learning difficulty or disability giving rise to a special educational need for example dyslexia, dyspraxia, attention deficit disorder, visual or hearing impairment or any condition requiring use of a wheelchair and will promptly provide details of any which may arise in future.
- 6.9. The School will do all that is reasonable in the case of the Pupil to detect and deal appropriately with any learning difficulty which amounts to a special educational need. The School's staff members are not, however, qualified to diagnose conditions such as that commonly referred to as dyslexia or other learning difficulties.
- 6.10. The screening tests available to schools are indicative only. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
- 6.11. The Parents have notified the School in writing of any known or suspected learning difficulty on the part of the Pupil or anyone in the Pupil's immediate family and have provided the School with copies of all written reports and other relevant information. The Parents will notify the School as soon as possible of any such circumstance which may arise.
- 6.12. The School reserves the right to expel the Pupil from the School if, in the judgement of the School and after consultation with the Parents and (where appropriate) the Pupil, the School is not an appropriate educational setting for the Pupil bearing in mind the Pupil's abilities and educational needs. The Parents will not be entitled to any refund in respect of the unexpired portion of any term but will not be charged fees in lieu of notice.
- 6.13. The School will charge for any special needs provision arranged in consultation with the Parents.
- 6.14. The School reserves the right to expel the Pupil from the School on an indefinite basis if, in the judgement of the School and after consultation with the Parents and (where appropriate) the Pupil, the Pupil's progress and attainment are such that the Pupil is not capable of deriving benefit from continued attendance at the School. The Parents will not be entitled to any refund in respect of the unexpired portion of any term but will not be charged fees in lieu of notice.
- 6.15. It is assumed that if the Pupil satisfies the relevant criteria from time to time the Pupil will progress through the School and will ultimately complete Year 8 and pass into the College. Parents will be consulted before the end of the Lent term of the

school year if there appears to be any reason why the Pupil may be refused a place for the next school year. If the pupil is to be refused a place for the next school year, written notice will be given before the start of the Summer term to expire at the end of the Summer term. The Parents will be required to give a term's written notice of the intention to withdraw the Pupil in accordance with the detailed provisions set out in this contract.

- 6.16. The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark arising as a result of the actions or work of the Pupil in conjunction with any member of staff and/or other pupils at the School in the course of the School's activities. The School will acknowledge and allow to be acknowledged the Pupil's role in the creation or development thereof.
- 6.17. Rights and interest in any copyright, design right, registered design, patent or trademark in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, practical work and computer-generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining such work until, in the School considers it appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. The School will take reasonable care to preserve the Pupil's work but will bear no responsibility beyond that applicable to other property.
- 6.18. Educational visits and other trips will be provided for the Pupil. Trips abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of School trips will be payable in advance. The Pupil must comply with the School Rules whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of the School Rules, will be charged to the Parents.

7. BEHAVIOUR AND DISCIPLINE

- 7.1. The Parents accept that the School will be run in accordance with the standards set by the Governors and the Head and that the School, the Governors and the Head are entitled to exercise a wide discretion in the management of the School and its policies, rules and regime. That discretion will be exercised in a reasonable and lawful manner.
- 7.2. The School attaches importance to courtesy, integrity, good manners, good discipline and respect for others. Parents will ensure that the Pupil behaves in accordance with those values and that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules.
- 7.3. The School seeks to foster good relationships between members of staff, between the pupils themselves and between staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will

act fairly in relation to the Pupil and Parents and will expect the same of the Pupil and Parents in relation to the School.

- 7.4. The Parents agree to go through the School Rules carefully with the Pupil before the Pupil takes up a place at the School.
- 7.5. The Parents authorise the School to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil, the School's pupils generally and the School community as a whole. The School Rules apply to the Pupil when the Pupil is in the care of the School or wearing School uniform or otherwise representing or associated with the School whether the Pupil is on the premises of the School or not.
- 7.6. Any complaint or apparent act of misconduct will be investigated. The Pupil may be questioned and the Pupil's accommodation and belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face investigation or formal disciplinary action. Investigation of a complaint and any disciplinary action will be handled in a fair and unbiased manner.
- 7.7. Except as required by law, the School and its staff shall not be required to divulge to Parents or others, any confidential information or the identities of Pupils or others who have given information or evidence in the course of any investigation.
- 7.8. The Pupil may be required to provide a urine sample under medical supervision if involvement with illegal drugs is suspected or a sample of breath to test for alcohol consumed in breach of the School Rules.
- 7.9. The School's policy on sanctions is set out in the School Rules, which is subject to revision from time to time. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, suspension or expulsion.
- 7.10. In a case of sufficient gravity the School may suspend the Pupil on a temporary basis fully or from boarding. In the event of such suspension fees for the period of suspension will remain payable and there will be no refund in respect thereof.
- 7.11. The Parents may appeal under the School's Complaints Procedure against any disciplinary action taken against the Pupil. In the case of suspension or expulsion, the Pupil shall remain away from the School pending the outcome of such appeal.

8. GENERAL

- 8.1. Where the Parents are two in number rather than one, those two will be jointly and severally liable for the obligations of the Parents under this contract and in the absence of written agreement to the contrary any communication by the School to one will be regarded for the purposes of this contract as being communication to both.

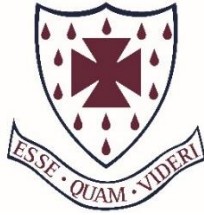
- 8.2. Where the Parents are two in number rather than one and are unable to reach agreement in respect of any matter concerning the Pupil the School will proceed in good faith and in the best interests of the Pupil but cannot in the absence of negligence be held responsible for failing to comply with the wishes or instructions of the Parents or either of them.
- 8.3. Any prospectus or brochure or material posted on the School's website do not have contractual force except where provided under this contract. The terms applicable between the School and the Parents are those set out in this contract.
- 8.4. Any question, concern or complaint about the pastoral care or safety of any pupil or any education issue or other matter connected with the School will be addressed under the School's Complaints Procedure.
- 8.5. The Parents must inform the School in confidence if they are or become separated or divorced and if any court orders are or have been made in relation to the Pupil or to financial matters affecting the ability to pay fees and other charges and will promptly provide details if any such circumstance should arise in future.
- 8.6. The Parents have parental responsibility in law for the Pupil and agree that the Pupil should attend the School and no other person's consent is required to allow the Pupil to do so.
- 8.7. The School cannot become involved in any dispute between the Parents and is obliged to respect the Parents' rights in relation to matters such as which parent or other party is permitted to collect the Pupil from the School or attend School events.
- 8.8. The Parents themselves and so far as they are able on behalf of the Pupil authorise the School to process lawfully and fairly in accordance with the Data Protection Act 1998 such personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School including as set out in the School's Data Protection information notes.
- 8.9. If by reason of events beyond the School's control it is not possible for the School's activities to continue in the normal manner such that the School's delivery of educational services in respect of the Pupil is significantly impaired then to the extent that the School shall make such alternative arrangements as may be reasonably practicable within a reasonable time the School will not be liable to the Parents for any breach of this contract or any consequential loss or refund of fees or other sums paid or payable by the Parents to the School.
- 8.10. The School may undergo changes during the time the Pupil is attending. For example, there may be changes in the staff, the premises, the facilities and/or their use, in the curriculum and the size and composition of classes and in the School Rules and procedures, the disciplinary framework and the length of terms. It is not practicable to consult with the Parents over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and where possible given at least a term's notice of

any change which would have a significant effect on the Pupil's education or pastoral care.

- 8.11. In the event of a reorganisation or restructuring or a change of ownership resulting in the continuation of the School's activities in substantially the same form in the hands of a third party the School reserves the right to assign this contract to such third party. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and where possible given at least a term's notice of any such reorganisation or restructuring or change of ownership.
- 8.12. This contract is governed exclusively by the law of England and Wales and in event of any dispute in relation to it the parties submit to the exclusive jurisdiction of the Courts of England.
- 8.13. Where any notice is to be given under this contract it may be given by email.

9. DEFINITIONS

- 9.1. "Governors" means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School and where applicable any sub-committee of Governors to which the duties of the Governors have been delegated.
- 9.2. "The Head" is that person with the title Head, Headmistress, Head Teacher or similar who is appointed from time to time and who is responsible for the day-to-day running of the School and/or those to whom any duties of the Head or of the Governors have been delegated.
- 9.3. "The Parents" means those persons (or, as the case may be, that person) whose signature(s) and details appear below.
- 9.4. "The Pupil" is the child named below.
- 9.5. "Extras" means incidental expenses incurred from time to time in respect of outside activities and trips and goods and equipment supplied.
- 9.6. "School Rules" means taken together the School Rules & Guidelines and the School's Code of Conduct on Behaviour & Discipline, both as may be amended from time to time.



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S. Anselm's School Acceptance Form

Child's Full Name:	
Date of Birth:	
Date/Term of Entry:	Boarding/Day* <small>*Delete as applicable</small>

I/WE ENCLOSE a cheque for £600 (£100 being the non-refundable Registration Fee and £500 being the Deposit which will be retained by the school and deducted from the final account).

First Signature:	Second Signature:
Name in Full (Please include all names):	Name in Full (Please include all names):
Title:	Title:
Date of birth:	Date of birth:
Profession:	Profession:
Relationship to the Child:	Relationship to the Child:
Contact Telephone Numbers:	Contact Telephone Numbers:
Home:	Home:
Work:	Work:
Mobile:	Mobile:
Address:	Address:
Postcode:	Postcode:
Email:	Email: