



Lochinver House School  
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## Terms and Conditions

**What these terms cover.** These are the terms and conditions on which we provide educational services.

**Why you should read them.** *Please read these terms very carefully before you accept our offer of a place at the School for your Child. These terms tell you who we are and how and on what basis the School will provide educational services.*

*In these terms, you will see some parts written in bold to stand out. This is to draw certain provisions to your specific attention because they are important to the good management and operation of the School and our provision of educational services.*

*If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Bursar to discuss.*

### 1 Definitions

- a) **Meanings of some words and phrases we use in these Standard Terms and Conditions.** In these Standard Terms and Conditions, some words and phrases have particular meanings and it is helpful, to ensure certainty and consistency, to have them defined. Such defined terms are set out below and when used in these Standard Terms and Conditions they shall have the meaning given to them here.

**Acceptance Form** means the form provided by the School for Parents to complete when accepting a place for their child at the School.

**Pupil or child** means a child of whatever age admitted by the School to be educated.

**Complaints Procedure** means the School's procedure for handling complaints from Parents, as amended from time to time for legal or other substantive reasons, or to assist the proper administration of the School. It does not form part of the contract between you and the School. A copy of the most up-to-date 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(c) below.

**Deposit** means the amount set out and referred to as the deposit in the Offer Letter and Acceptance Form.

**Fees** means the termly fees set out in the Schedule of Fees, available on the School's website and as amended from time to time in accordance with Clause 3(n) below.

**FIA Terms and Conditions** means the supplemental terms and conditions relating to the School's Fees in Advance Scheme.

**Head** means the person appointed by the Governors of the School to be responsible for (or to share the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated.

**Offer Letter** means the letter, including all conditions specified therein, sent by the School to the Parents, together with the Acceptance Form and these Standard Terms and Conditions, offering a place at the School for their Child.

**Schedule of Fees** means the note of the School's prevailing fees notified to you from time to time and a copy of which remains available on the School's website and from the School at any time upon request.

**School Policies set out** our expectations concerning conduct and behaviour as may be amended from time to time for legal, safety or other substantive reasons, or to assist the proper administration of the School. School Policies can be found on the School Website and are otherwise available on request from the School at any time. Parents will be notified of subsequent changes to the School Policies.

**Term** means a term of the School as notified to the Parents from time to time; term dates are published on the School's website and can be obtained from the School.

**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. 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 inform us in writing no later than the first day of the Spring term immediately before. This is because the Summer term is the term to which the notice relates.

**Standard Terms and Conditions** means these Terms and Conditions as may be amended from time to time for legal, safety or other substantive reasons or to assist the proper administration of the School in accordance with Clause 17 below.

**We, us or the School** means the legal entity carrying on as the School as identified in Clause 1 (b) below.

**You or the Parents** means each person who has signed the Acceptance Form as a parent of the Pupil, or a person who, with the School's express written consent, replaces a person who has signed the Acceptance Form.

In these Standard 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 given are not exclusive or limiting examples of the matter in question.

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

- b) Who we are.** We are Lochinver House School a registered charity and a company limited by guarantee, Registered in England and Wales, Company Number 4374254, our Registered Office is at Heath Road, Potters Bar, Herts, EN6 1LW and our Registered Charity Number is 1091045.
- c) Our contract with you.** The Acceptance Form, the Schedule of Fees, the School Regulations, the FIA Terms and Conditions (if applicable) and these Standard Terms and Conditions (as in each case may be varied from time to time) form the terms of an agreement, the **'Contract'**, between you and the School. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

## 2. Acceptance and Deposit

- a) **How you accept our offer of a place.** An offer of a place for your child at the School is accepted by submitting the completed Acceptance Form and paying the Deposit as specified in the Offer Letter. The contract is not formed until the duly completed Acceptance Form is received by the School and the Deposit has been paid in full and cleared funds.
- b) **The non-refundable status of the deposit. You have the right to terminate the contract within 14 days without financial consequences, after which the deposit is not refundable if your child does not take up the place.** The limited exception to this is where the School fills the specific vacancy created by your Child's withdrawal, in which case the School shall refund the deposit to you **less** any costs incurred administering your dealings with the School or a reasonable estimate of these costs. You should be aware that in the event of a late withdrawal, it is very unlikely that the School would be able to find a replacement.
- c) **How we use the deposit.** A proportion of the Deposit (as specified in the Offer Letter) will be credited against the first term's fees. The remainder will form part of the funds of the School until it is repaid to you without interest on your Child's leaving and after deduction of any other sums due from you to the School.

***Please read the next section carefully*** – it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the School and what happens if you withdraw at that stage.

*The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about children's schooling for their children. This is why we require the period of notice referred to in this section for a withdrawal and why different consequences follow depending on whether we get that period of notice or not.*

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

- a) **Notice to withdraw your acceptance of a place before your child joins the School. If you wish to withdraw your acceptance of a place BEFORE your child starts at the School, you must either give us written notice before the first day of the term immediately preceding the term in which your child was due to start or pay 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 a place on or before the first day of the preceding summer term (i.e. the final term of the previous academic year) or pay the fees in lieu of notice referred to above.
- b) **If we receive a term's notice.** If you provide a term's notice, no further fees will be payable but you will not receive a refund of the deposit (the only exception to this if you are entitled to a refund of the deposit under Clause 2 (b) above).
- c) **If we do not receive that period of notice.** 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 as a debt. The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest or any entitlement to repaying under Clause 2 (b) above) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any bursary awarded to you.

## 4. School Fees, Supplemental Charges and Payment

- a) **What the fees include.** Unless set out in the Schedule of Fees or notified to you at any time, the fees

include all the costs incurred in the usual course of the education by the School of your Child.

- b) What the fees do not include: supplemental charges.** We refer to any items or services charged to you in addition to the fees as **supplemental charges**. By way of example, any extra-curricular activities (such as individual music lessons, some activities, exam costs) in which you agree in advance your child may participate and which need to be paid for will be supplemental to items met by the fees and charged for accordingly. Additional charges incurred by the School in providing for the special education needs of our child may also be charged as supplemental to the fees. Under the Equality Act 2010, the School will not charge for reasonable adjustments for children with a disability. The cost of some educational visits will be charged as an extra and added to the invoice sent to you. Any visits or trips requiring overseas travel, involving an overnight stay or an element of high risk will normally be the subject to a separate written agreement between you and the School. The cost of any such trip may be required in advance and in the case of some overseas travel, deposits may be required which may not be refundable. All additional costs of special measures (such as medical costs, taxis, air fares or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, may be added to the relevant invoice.

*Please read the next section carefully – it deals with your responsibility to pay the fees and supplemental charges.*

- c) Who is responsible for payment.** 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 parent who signs the Acceptance Form therefore has an individual responsibility to ensure that, individually or 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 to recover the outstanding payments, the School can, in its discretion, choose to seek payment of the amount outstanding from their parent or both parents. The only exception to this is set out in 4(e) immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties (such as a grandparent) 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, together with any applicable taxes due under this contract.
- d) How one person 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 who has signed the Acceptance Form may be removed from their payment responsibility under this contract by submitting a term's notice but that parent must have obtained the prior written consent of both the School and the other parent 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) How bursary awards are treated.** A bursary or other award may be withdrawn in accordance with (or by reference to) the terms upon which such an award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you) no longer merit the continuation of the award. If your child has been awarded a bursary which includes financial assistance (e.g., by way of fee remission), your responsibility will be to pay for the amount of fees due after taking account of that award. 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) **How fees are charged and payment requirements.** The annual fees are divided into three equal parts and are charged separately on a termly basis regardless of your child's year group. **Each term's fees fall due for payment by you on the first day of that term.** Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 3 (d) above). The fees must be paid in full by direct bank transfer on or before the first day of the term to which the invoice relates. **We may not allow your child to enter the School if you do not pay on time.**

The School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the School and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid by direct debit or direct bank transfer within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice). The School will issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's fees.

- g) **Payment of supplemental charges.** All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included on the fees invoice or invoiced separately before the start of the next term. **All supplemental charges must be paid in full by direct bank transfer on or before the first day of the next term.**

*Please read this next section carefully – it sets out what rights we have, and what action we may take if fees and/or supplemental charges are not paid in accordance with these Standard Terms and Conditions.*

- h) Non-payment of fees: refusal to attend school. We may refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time. This applies in addition to our right to terminate this under Clause 13.
- i) Non-payment of supplemental charges; refusal to participate in the relevant activity. We may refuse to allow your child to participate in the relevant extra-curricular activity while the applicable supplemental charge for that activity remains unpaid.
- j) We can charge interest if you pay late. If you do not make full payment to the School by the due date for payment (see Clause 3(c) above) we may charge interest to you on the overdue amount at the rate of 2% a year above the base rate from time to time of the School's bank. Unless we tell you otherwise in writing, this interest will accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgement against you. You must pay the School the interest together with the overdue amount.
- k) We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs).
- l) We can notify other educational institutions of your outstanding payments. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

*Please read this next section carefully – it sets our right to increase the fees during your child's time at the School.*

- m) Our ability to increase the fees.** We will review our fees during your child's education (usually annually) and may increase them. We will give you notice of any increase not later than the final day of the term before the increase is to take effect. If we:
- (i) give you notice of an increase to the fees before the last day of the term before the increase is to take effect, you will have time to consider the increase and if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 4(a) without having to pay fees in lieu of notice and without being responsible for fees for the next term; or
  - (ii) give you notice of an increase to the fees after the last day of the penultimate term before the increase is to take effect, you will be entitled to withdraw your child from the start of the following term PROVIDED THAT you give the School notice of the withdrawal within twenty one (21) days from the date when notice of the increase in fees is given. If you provide this notice, you will not need to give a term's notice or pay fees in lieu of notice and will be able to withdraw your child without being responsible for the fees for the next term.
- n) Fees and supplemental charges will not be reduced due to your Child's absence.** Fees and any agreed supplemental charges will not normally be reduced or refunded 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.
- o) 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:
- a. your identity
  - b. your child's identity
  - c. confirmation 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
  - d. your child's right to enter, live and study in the United Kingdom, and
  - e. the legitimate source of funds you are using to pay the fees.

You must provide the School with the information and documentation we ask for.

- p) Allocation of payments to your fees account.** Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you and 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.
- q) How 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 made a 'lump sum' capital payment in respect of all or part of the fees due under this contract) the School will administer that capital sum to meet the fees pursuant to the FIA Terms and Conditions but you will still need to meet the difference (if any) between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. The School will provide a termly statement of account in respect of the fees and supplemental charges and the difference will be payable in accordance with the terms of this contract.

***Please read this next section carefully – it sets out what period of notice we require from you if you wish to***

*withdraw your child from the School, change the nature of your child's place at the School or remove your child from participating in an activity for which there is a supplemental charge.*

*Due to the termly organisation and allocation of resources, we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us in lieu of notice, which is a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given.*

## 5. Notice Requirements

- a) **Notice to withdraw your child from the School.** If you wish to withdraw your child from the School (other than the normal leaving date which is at the end of Year 8), you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice at such a rate as would have been charged for the final term of provision if a term's notice has been given. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2(b) above) to the payment of any such fees in lieu of notice. This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (i.e. at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (i.e. the final term of the preceding academic year) or pay the fees in lieu of notice referred to above.
- b) **When the relevant amount of fees in lieu of notice must be paid.** In cases under Clause 5(a) above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.
- c) **Notice to withdraw your child from participating in an activity or from receiving a service covered by a supplemental charge.** If you wish to withdraw your child from an activity or service charged for as supplemental, you must either give the required period of notice to that effect or pay to the School as a debt the pre-agreed charges for the activity in which your child has ceased to participate.
- d) **Giving Provisional notice.** At the Head's discretion, provisional notice may be accepted prior to the anticipated final term of educational provision. Such notice must be given in writing and will be valid only for the term for which it is given. Where provisional notice is confirmed during the term to which it applies, a term's fees in lieu of notice shall not be payable. Liability for fees and extras incurred during the actual final term of educational provision shall be unaffected.
- e) **Withdrawal part-way through the term does not reduce the amount you owe to the School.** It is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity or receive a service part-way through a term.

## 6. School Regulations

- a) **Compliance with the School regulations.** It is a condition of remaining at the School that you and your child (in each case to the extent applicable) comply with the School Regulations. In addition, you must ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue.
- b) **Monitoring your child's email communications, internet use and use of social media.** The School may, subject to applicable data protection legislation, monitor your child's email communication, internet and Wi-Fi use and use of social media. We may do this for various reasons, including ensuring compliance with the School's Policies or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## 7. Suspension, Exclusion and Required Removal

- a) **The Head's discretion to suspend or exclude your child from the School.** The Head may in their discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child and other children.
- b) **Where you can find examples of offences punishable by suspension or expulsion.** The School's Behaviour Policy (which is available on the website or by request from the School) sets out examples of offences likely to become punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion 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.
- c) **The Head's discretion may require you to remove your child from the School.** 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/or, 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.
- d) **What happens if your child is suspended, excluded or removed from the School.** Should the Head exercise their right under either Clause 7(a) or 7(c) above:
- (i) You will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;
  - (ii) In respect of exclusions and required removals (but not in cases of required removal under Clause 7(c)(ii), the deposit will be forfeited and retained by the School; and
  - (iii) In respect of exclusions and required removals, fees in lieu of notice will not be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.
- e) **Impact of exclusion or required removal on this contract.** This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.
- f) **Your right to have disciplinary matters or decisions reviewed.** You are entitled to have any decisions taken by the School and/or Head to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the final stage of the Complaints Procedure.

## 8. The School's Obligations

- a) **The period of your child's schooling.** Subject to these Standard Terms and Conditions, the School will accept your child as a pupil of the School and register your child on the School's statutory register from the time of joining the School until the end of Preparatory schooling.
- b) **The scope of our duty to exercise reasonable skill and care for your child's education and welfare.** While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of

their education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of your child while off the School premises unless your child is taking part in a school activity or otherwise under the supervision of a member of School staff.**

- c) **Consent to participation in contact sports and similar activities.** Unless you notify us to the contrary, you consent to your child participating, under supervision in contact sports and in other normal 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.
- d) **Consent to travel arrangements.** You consent to your Child travelling by any form of public transport, taxi and/or in a motor vehicle driven by a member of staff or approved parent driver who is duly licensed and insured to drive a vehicle of that type.
- e) **What happens if your child needs urgent medical attention.** If your child requires urgent medical attention while under the School's care, we will try to contact you and, if practicable, we will share information from your child's medical file with the doctor or other medical practitioner. **However, if it is not practicable to contact you, we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us that you object to blood transfusions)).**
- f) **Our right to make changes at the School.** 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 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)).
- g) **We will give you notice of significant changes.** Where practicable, we will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. For example, if a change is to take effect at the start of the autumn term, we would notify you before the end of the preceding spring 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 5(a) above.
- h) **Monitoring your Child's progress at the School.** We will monitor your child's progress at the School and produce regular written reports. **We will advise you if we have any serious concern about your child's progress but we do not undertake to diagnose dyslexia, ADHD or other conditions.** A formal assessment can be arranged either by you or by the School at your expense.
- i) **Religious observance and relationships and sex education (RSE) and health education.** Religious observance, relationship and sex education (RSE) and health education at the School will be conducted in accordance with the School's policies.
- j) **Health and Life Skills.** Unless you have given formal notice in writing that you do not wish your Child to take part in this aspect of the curriculum, all pupils will receive health and life skills education appropriate to his age, in accordance with the curriculum from time to time, which may include sex education.

## 9. The Parents' Obligations

- a. **We require your cooperation and assistance.** 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.

- b. Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, by:
- (i) Maintaining a constructive relationship with the School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of our communications with the School are reasonable and appropriate.
  - (ii) Encouraging your child in their 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, as well as any changes to their immigration status)
  - (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 (or changes to them) are not withheld
  - (v) Providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provisions of education; and
  - (vi) Attend meetings and keeping in touch with the School where your child's interests so require.
- c. **Supporting the School in upholding its ethos and principles.** We attach importance to courtesy, integrity, manners and good discipline. You agree to support the School in this. You will seek to ensure that your Child 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 Regulations, including in respect of the wearing of uniform. You also will seek to ensure that your Child will treat the School and members of the School community reasonably. You accept that the life of the School extends well beyond time spent in lessons and that your Child may have commitments to the School at weekends or after School hours. You agree to give your full support to such commitments and agree that your Child will give priority to such commitments.
- d. **You must notify us of your Child's health/medical conditions or special educational needs. 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 must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has at the time of joining the School or which subsequently changes or develops after joining the School, whether underlying, 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 and cooperate with the School in relation to such reports and materials. If you withhold from us or otherwise misrepresent to us information of this nature, please be aware that this may result in us exercising our right to end this contract under Clause 14(a)(ii) below.
- e. **Circumstances where we may require you to keep your child away from School.** If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit their return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances, we will try 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).
- f. **You must notify us of any special arrangements needed for your child.** You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.
- g. **You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them.** 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; and/or (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.

- h. Notification of your child's residential arrangements.** If at any time during your child's time at the School you will be absent from your main residential address, or if your child will be residing other than with a person who has parental responsibility, the Headmaster must be notified in writing immediately and you will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the School is not able to contact you in your absence.
- i. We are entitled to expect that parents have consulted with each other regarding decisions relating to their child.** You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your Child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause (i) below or otherwise according to the circumstances, you (and each of you) accept that the School is entitled to treat:
  - (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you
  - (ii) any communication from the School to one of you as having been given to both of you.

*Please read this next section carefully – it sets out who needs to sign a notice of withdrawal of your child.*

- j. We are entitled to require that notices of withdrawal must be signed by both Parents. A notice of withdrawal of your child served under this contract (i.e., under any of Clauses 2(b), 3(a), or 3(d), must be in writing and signed by each of you as the holders of parental responsibility for you child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).**
- k. You must notify us of your child's absence from School.** The School must be informed as soon as possible in writing of any reason for your child's absence from School. 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. Additionally, whenever possible, the School should be telephoned or emailed where absence is unforeseen and unavoidable.
- l. Raising concerns with the School and making formal complaints.** If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure.

## 10. Insurance

- a) Responsibility for personal property.** The Pupil is responsible for the security and safe use of all his personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.
- b) Your responsibility to make your own insurance arrangements.** You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises. The School offers an optional School Fees Refund Scheme against long term absence 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 fees. **You must also maintain adequate insurance against loss of or damage to substantial items of**

**property lent to your child by the School that are taken off the School premises and shall be responsible for the security and safety of such items.** Substantial items would include musical instruments, computers and other items of a similar nature. If you are in doubt as to what constitutes a substantial item you should contact the School.

***PLEASE READ THIS NEXT SECTION CAREFULLY*** - *Although there will be circumstances when it is appropriate to seek a parental consent, children's data protection and privacy rights are their own. The law considers that children of average maturity will, from the age of around 13, have sufficient awareness of their own privacy to make certain choices relating to their personal data themselves. Parents' views remain important, but sometimes the law will require us to give more weight to the decision that the child makes about their privacy.*

*For most purposes, it will not in fact be necessary or practical for us to obtain consent from you (or your child) for every use we make of your (or your child's) personal data. The law recognises this but also requires that, as far as possible, we set out clearly what these uses will be. Please also see our Privacy Notice which is available on the School's website.*

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

- a) **References for your child.** We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given on his ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- b) **We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School.** This will include name, contact details, school records, photographs and audio-video recordings (including recordings of lessons), both whilst your child is at the School and after your child has left, for the purposes of:
- (i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and
  - (ii) promoting the School to prospective parents/pupils, publicising the School's activities and communicating with the School community and the body of former pupils to include the use of photographs and video recordings;
  - (iii) publicising the School's activities

In respect of sub-clause (ii), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website, the School's Annual Review, the School's social media channels, blogs and reports in the press celebrating the achievement of individuals and groups, including (where appropriate) identification by name.

- c) **You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:**
- (i) confirm (or update if necessary), when requested, such information (and/or documentation) about or relating to you and/or your child that is held by the School; and
  - (ii) inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the School, including relevant contact details.
- d) **We will send information (e.g., school reports) about your child to both of you as a matter of course.** Any person who has parental responsibility for your child is entitled to receive certain core information about your child from the School about your child's progress and attainment. The School will therefore

disclose such information as a matter of routine to each such persons unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the data protection law).

- e) **Data Protection Law.** The School will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018 (each as amended or superseded and other related legislation). We will process such personal data:
- (i) as set out in this Clause 10, and the School's Privacy which is available on the School's website or on request from the school, as may be amended from time to time
  - (ii) to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement
  - (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

## 12. Intellectual Property Rights

**Recognising these rights.** We shall recognise any intellectual property rights created, generated or owned by or vested in your child. The School reserves all rights and interest in any Intellectual Property vesting in the School, including (for the avoidance of doubt) Intellectual Property in the works of its employees and works jointly created by its employees with your Child. You agree on behalf of your Child that the School may use, reproduce, and distribute for any purpose (including commercial purposes) any works created or jointly created by your Child as part of School activities, including after your Child has left the School. We shall acknowledge and allow to be acknowledged your Child's role in the creation and/or development of Intellectual Property.

## 13. Changes in Ownership, etc.

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

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *it sets out the rights we have, and that you have, to terminate this contract early, that is, before the normal leaving date for the end of your child's schooling (which is at the end of Year 6 or Year 8).*

## 14. Ending this Contract

- a) **Our rights to end the contract.** In addition to where this contract is terminated automatically as a result of 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 to you, if:
- (i) you do not make a payment to us when it is due and you still do not make payment with fourteen (14) days of us reminding you that such payment is due.
  - (ii) 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 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 condition, special educational needs, disability or allergies);
  - (iii) 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;

- (iv) you fail or refuse to provide us at any time with information we require under Clause 4(d) to verify to our satisfaction: your identity; your child's identity; your child's right to enter and study in the United Kingdom; the legitimate source of funds you are using to pay the fees; that you are not subject to any sanctions; or, in light of the information you do provide (if any), we are not satisfied that it properly and accurately verifies any of the foregoing. Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided;
- (v) your child no longer holds an immigration status which confers a right to enter and study in the UK and you have been unable to resolve this issue within a reasonable timeframe;
- (vi) you (or either of you):
  - a. are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract.
  - b. Repeatedly or persistently fail to pay the fees when they fall due for payment
  - c. are otherwise or unable to pay your debts as they fall due
  - d. are the subject of a bankruptcy petition or order; or
  - e. you enter into an individual voluntary arrangement; or
- (vii) you otherwise do not comply with (i.e., you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the 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.

**b) Your rights to end the Contract.** 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 not complied with; i.e., breached our obligations under this contract.
- (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

**e) When this contract will end if not terminated early.** For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling.

**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 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) What we mean by an 'event outside of our/your control'.** 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 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 these as an 'event'.

**b) What happens if we are affected by an event outside of our control.** If an event ~~beyond our control~~ arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extend 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 and in the circumstances, the School shall try during the continuance of the event to continue to provide educational services (including providing appropriate educational services remotely).

- c) Circumstances in which we may refund fees to you.** If the School is wholly unable to perform its obligations under this contract for a continuous period of more than fourteen consecutive days, you shall not be required to pay the fees for the period of the term affected, prorated proportionately. Accordingly, and, if the fees for the period of the term affected:
- (i) have already been paid, then you will be refunded such proportion of the fees, or
  - (ii) have not been paid because the period of the term affected includes the first day of the term (and fees only became due on the first day of the term) then you shall not be required to pay such proportion of the fees.

If (ii) above applies, then the balance of the fees for the term affected shall be paid by you to the School on the date when the School resumes performance of its obligations under this contract.

- d) Events lasting more than 6 months.** 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.
- e) What happens if your child is affected by an event outside your control.** Subject to Clause 3(h) (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 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 (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 shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

## 16. Communications between you and the School

- a) Notices must be in writing.** When the contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- b) We will use the contact details held by the School to contact you.** 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. **You must notify the School of any change of address(es) or other contact details.**
- c) How to provide written notice to the School.** Notices that you are required to give under these Standard Terms and Conditions must be **in writing** addressed to the Head and either:
- (i) sent by an email to the School using [registrar@lochilverhouse.com](mailto:registrar@lochilverhouse.com);
  - (ii) delivered by hand to the School;
  - (iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as

proof of delivery; or  
(iv) otherwise sent to the School's address by first or second class post.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 2, 3 (g), or 4 (a) of these Standard Terms and Conditions (which are the provisions dealing with withdrawing your child from the School or otherwise changing their place), you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term time) and two weeks (during a school holiday period) after sending the notice.

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

- a) The law that applies to this contract.** The contract between you and the School is governed by the English Law and either you or the School must bring legal proceedings in respect of this contract in the English Courts.
- b) Rights in relation to the enforcement of this contract.** If we chose 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.

#### **18. Changes to these Standard Terms and Conditions**

**Reserving the right to change these Standard Terms and Conditions.** We reserve the right to change or add to these Standard Terms and Conditions from time to time for legal, safety or other substantive reasons to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.

**Date reviewed** 01 September 2025