



PARKGATE HOUSE SCHOOL

Terms & Conditions



Parkgate House School Terms and Conditions

What these terms cover. These are the terms and conditions on which we provide educational services. The terms and conditions apply from the moment you accept an offer of a place at the School, and may be updated each year (see clause 17 for further detail).

Why you should read them. Please read these terms and conditions carefully before you accept our offer of a place at the School for your child. These terms and conditions tell you how and on what basis the School will provide services and how things may change. **It is very important that you review these terms and conditions, and the documents detailed within them, carefully before accepting any offer made by the School, and whenever you are advised by us that they have been amended**

1. Definitions

1.1. Meanings of some words and phrases we use in these terms and conditions. In these terms and conditions:

- **"Acceptance Form"** means the form provided by us for you to complete when you have accepted a place for your child at the School, and are asked to pay a deposit;
- **"child"** means a child of whatever age admitted by the School;
- **"Complaints Policy"** means our policy for handling complaints from parents, as amended from time to time. It is not intended to form part of the contract between you and the School. A copy of the most up-to-date Complaints Policy 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 1.3 below;
- **"deposit"** means the amount set out and referred to as the deposit in the Offer Letter or in the Deposit Request Letter;
- **"Deposit Request Letter"** means the letter or email that we send to you to request payment of the deposit, if the Offer Letter was sent to you over a year before your child starts at the School;
- **"Education Services"** means the School's provision of classes and lessons to your child;
- **"Fees"** means School Fees plus any and all Specified Charges, being the total amount payable by you to the School for the Services each term;
- **"fees in lieu of notice"** means a term's School Fees plus any non-optional Specified Charges, calculated in accordance with (as applicable) Clause 3.3 or Clause 5.1. Where applicable, fees in lieu of notice will be reduced to take account of any scholarship or bursary awarded to you;
- **"FIA Scheme Terms and Conditions"** means the terms and conditions relating to the School's fees in advance scheme;
- **"Induction Form"** means the form you will be asked to complete shortly before your child joins the School, titled Induction Form;
- **"Offer Letter"** means the letter in which we make an offer to you of a place in the School for your child;
- **"Principal"** means the person appointed to be responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated (including, but not limited to the Headteacher);
- **"Schedule of Fees"** means the list setting out the price for each of the Services, a copy of which is available on the School's website <https://www.parkgate-school.co.uk/admissions/fees/> and from the School at any time upon request;
- **"School Rules"** means the body of rules and policies of the School which set out our expectations concerning the conduct and behaviour of our pupils and parents, as may be amended from time to time. A copy of the documents comprising the School Rules is available on the School's website



<https://www.parkgate-school.co.uk/parent-information/policies/> and from the School at any time upon request;

- **"Services"** means all the services to be provided by the School on the terms and subject to the conditions of this contract, including Education Services (which is covered by the School Fees) and any other services (which are covered by a Specified Charge);
- the "School" means Parkgate House School and Nursery; a well-established independent co-educational preparatory school for children aged 2.5 – 11;
- **"School Fees"** means the termly fees for the provision of Education Services, as set out in the Schedule of Fees;
- **"Specified Charges"** means the charges for each Service excluding Education Services, as set out in the Schedule of Fees or in separate clubs information;
- **"term"** means a term of the School as published on the School's website and as notified to parents from time to time;
- **"a term's notice"** means written notice given not later than the first day of the term before 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, you need to tell us in writing about the withdrawal by the first day of the spring term immediately before;
- **"terms and conditions"** means these terms and conditions as may be amended from time to time; and
- **"you"** or the **"parents"** means each person who you included on the Acceptance Form as a holder of parental responsibility for the child.
- In these terms and conditions we sometimes provide illustrative examples by using the words "for example", "includes" or "including", which are not exclusive or limiting examples of the matter in question.

1.2. Who we are. We are Parkgate House School Limited, a company registered in England and Wales, which owns and operates the School. Our company registration number is 02592267, and our registered office is at Gable House, 239 Regents Park Road, London, N3 3LF. Our VAT registration number is 483278068.

1.3. Our contract with you. The Offer Letter, the Acceptance Form, the Induction Form, the Schedule of Fees, the FIA Scheme Terms and Conditions (if applicable) and these terms and conditions (as in each case may be amended from time to time) form the terms of the contract between you and the School. This contract is not enforceable by your child or by any other third party. On enrolling your Child with us you are agreeing that you have read, understood, and accepted our current Parent Contract. Clause 17 contains details of your options if you are unhappy with any change to these terms and conditions.

2. Acceptance and Deposit

2.1. How you accept our offer of a place. An offer of a place for your child at the School is made by Offer Letter and is accepted by you submitting a completed Acceptance Form and paying the deposit.

2.2. The status of the deposit. The deposit will be held as security to secure performance of your obligations under this contract. The deposit will form part of the general funds of the School until it is credited without interest and net of any sums outstanding to the School, and subject to Clause 2.3, when your child leaves the School.

2.3. Circumstances where the deposit will not be returned to you. You authorise us, and we will be entitled to, retain, deduct from or otherwise apply the deposit (as applicable), if:

2.3.1. you fail to pay the School's final invoice;

2.3.2. you owe the School fees in lieu of notice (whether in accordance with Clause 3.1 or Clause 5.1);



- 2.3.3. your child does not take up their place at the School, in accordance with Clause 3;
- 2.3.4. your child is excluded or required to be removed from the School, in accordance with Clause 7; and/or
- 2.3.5. the School terminates the Parent Contract, in accordance with Clause 13.

2.4. What happens as your child progresses through nursery. If your child joins us in Nursery 1, when your child progresses from Nursery 1 to Nursery 2, you will be required to top up the deposit in accordance with the Fees Schedule.

PLEASE READ THIS 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 this stage.

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

- 3.1. Notice to withdraw your acceptance of a place before your child joins the School. If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must either give us a term's notice to that effect or pay to the School fees in lieu of notice. For example, to withdraw your acceptance of a place starting in September you would either need to tell us on or before the first day of the preceding summer term or pay fees in lieu of notice. The only exception to this is if we make an offer of a place in the term immediately before your child is due to join the School, in which case you must either give us notice within fourteen (14) days of the date you accept our offer (in accordance with Clause 2.1) or pay fees in lieu of notice.
- 3.2. If we receive notice. If you provide notice in accordance with Clause 3.1, no fees in lieu of notice will be payable but you will not receive a refund of the deposit.
- 3.3. If we do not receive notice. If you do not provide us with notice in accordance with Clause 3.1 (or if no notice is provided at all) fees in lieu of notice will be payable by you and will become due and owing to the School upon demand as a debt. The fees in lieu of notice will be charged at the rate applicable for the term when your child was due to start. The School will apply the deposit you have paid as payment of the fees in lieu of notice you will owe us.

4. School Fees, Specified Charges and Payment

- 4.1. School Fees. Unless set out in the Schedule of Fees or notified to you at any time, the School Fees cover the provision of Education Services.
- 4.2. Specified Charges. The Specified Charges are payable in respect of each Service excluding Education Services. Specified Charges are optional. Please see the Schedule of Fees and separate clubs information for further information. Any and all Services which are optional are supplied independently from each of the other Services.
- 4.3. VAT and applicable taxes.
 - 4.3.1. Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are inclusive of VAT and any other taxes.



- 4.3.2. You may be required to reimburse the School for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT.
- 4.3.3. If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

PLEASE READ THIS NEXT SECTION CAREFULLY – it deals with your responsibility to pay the School Fees and Specified Charges

- 4.4. Who is responsible for payment. The parent who signs the acceptance form is responsible for ensuring that all of the Fees are paid to the School.
- 4.5. 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. The School may agree in writing with you to accept payment from someone else (for example, another parent, a grandparent or employer), but you will still be liable to pay in the event that the third party does not pay them when they are due.
- 4.6. How bursary and scholarship awards are treated. A bursary/scholarship or other award may be withdrawn in accordance with the terms upon which such award is made and/or if, in the reasonable opinion of the Principal, your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you, including in relation to an application for the award)) no longer merit the continuation of the award.
If your child has been awarded a scholarship/bursary which includes financial assistance (e.g. by way of fee remission), your responsibility will be to pay the amount of Fees due after taking account of that award. Where it appears likely to the Principal 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 you give notice to withdraw your child from the School, no fees in lieu of notice will be payable by you.
- 4.7. How the School Fees are charged and payment requirements. The School Fees are charged on a termly basis, regardless of the length of any term and regardless of your child's year group. Each term's School Fees fall due for payment by you on or before the first day of that term by direct bank transfer. Each term's School Fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the Fees under Clause 4.5 above). We may not allow your child to attend the School if you do not pay the School Fees on time.
- 4.8. Payment of Specified Charges. All Specified Charges for each term (and for other unpaid Specified Charges that were agreed during the previous term) will be included in the School's invoice for the School Fees. All such Specified 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 the Fees are not paid in accordance with these terms and conditions.

- 4.9. Consequences of non-payment or late payment. If you do not make any payment to the School by the due date for payment, we may:
- 4.9.1. while the School Fees remain unpaid, (subject to a de minimis sum of £250), or if there is a repeated or persistent failure by you to pay the School Fees on time, refuse to allow your child to attend the School, and / or decide to withhold any references. This applies in addition to our right to terminate this contract under Clause 13;
 - 4.9.2. refuse to allow your child to participate in or receive the relevant Service while the applicable Specified Charge remains unpaid;
 - 4.9.3. charge interest on the overdue amount at the rate of 1.5 per cent a month. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you;
 - 4.9.4. charge you the costs we incur in recovering, or attempting to recover, any unpaid amount from you (including reasonable legal costs); and/or
 - 4.9.5. inform any other school or educational establishment to which you propose to send your child of any non-payment or late-payment.

PLEASE READ THIS NEXT SECTION CAREFULLY – it sets our right to increase the School Fees during the course of your child's time at the School.

- 4.10. Our ability to increase the School Fees. School Fees are reviewed annually and are subject to increase from time to time, to reflect the increased cost of providing the Education Services. School Fee increases are capped at a maximum of 10% per annum. If you receive less than a term's notice of a School Fees increase, where you give notice to withdraw your child from the School within twenty one (21) days of that, no fees in lieu of notice will be payable by you.
- 4.11. Our ability to increase the Specified Charges. We will review the Specified Charges and may increase them to reflect the increased cost of providing the Services. Where practicable, we will try to give you a term's notice of any material increases to the Specified Charges prior to the end of the penultimate term before the increase is to take effect. 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 3.1 or Clause 5.1 above.
- 4.12. Fees will not be reduced due to your child's absence. Fees will not be reduced or refunded as a result of absence due to illness or other personal reason or choice (but see Clause 14 for the impact of remote learning in the event of events outside of our control). If a term is shorter than others (or shortened), no reduction of Fees will be made in respect of any periods spent at home.



- 4.13. Information on your identity and the source of funds. When you accept the offer of a place for your child, and from time to time afterwards we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:
- 4.13.1. your identity;
 - 4.13.2. your child's identity;
 - 4.13.3. that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
 - 4.13.4. your child's right to enter, live and study in the United Kingdom;
 - 4.13.5. the legitimate source of funds you are using to pay the Fees; and
 - 4.13.6. information provided to us as part of, or in connection with, an application for (or our grant of) a bursary/scholarship award.
 - 4.13.7. You must provide the School with the information and documentation we ask for.
- 4.14. Allocation of payments to your Fees account. The School is entitled to allocate payments from you to your account as it sees fit. For example, the School is entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.
- 4.15. How School Fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School. Where you and the School have entered into an agreement incorporating the FIA Scheme Terms and Conditions (i.e. where you have prepaid all or part of the School Fees due under this contract) you will still need to meet the difference (if any) between the amount per term prepaid under the FIA Scheme Terms and Conditions and the total Fees and other amounts due in respect of your child each term under this contract. The School will provide a termly invoice in respect of the School Fees, Specified Charges and other amounts due, and the difference will be payable in accordance with the terms of this contract.

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 or remove your child from participating in or receiving a Service for which there is a Specified Charge.

5. Notice Requirements

- 5.1. Notice to withdraw your child from the School. If you wish to withdraw your child from the School, you must either give us a term's notice or pay to the School fees in lieu of notice. Those fees in lieu of notice will be charged at the rate for the term that would have been the final term of your child's education, had you given a term's notice (and not the rate for the term when you gave notice). For example, if you wish to withdraw your child with effect from the start of the autumn term then you would either need to tell us in writing on or before the first day of the preceding summer term or pay fees in lieu of notice (at the rate applicable for the autumn term). The School will apply the deposit you have paid (without interest or any entitlement to repayment under Clause 2.2 above) as payment of any such fees in lieu of notice.
- 5.2. When the relevant amount of fees in lieu of notice must be paid. In cases under Clause 5.1 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.



5.3. Notice to withdraw your child from participating in or from receiving a Service covered by a Specified Charge which is optional. If you wish to withdraw your child from participating in or receiving a Service which is covered by a Specified Charge and which is optional, you must either give a half-term's notice to that effect or pay to the School as a debt a half-term's Specified Charges for the relevant Service in which your child has ceased to participate or receive.

5.4. Withdrawal part-way through a term does not reduce the amount you owe to the School. It is not possible for you to reduce the amount of Fees due, or to obtain a refund of Fees, by withdrawing your child or by your child ceasing to participate in or receive a Service part-way through a term.

6. School Rules

6.1. Compliance with the School Rules. By accepting an offer of a place at the School you agree that you and your child will comply from that point until your child leaves the School, with the expectations, requirements and standards of behaviour and conduct identified in the Behaviour Policy, as updated from time to time in compliance with Clause 17 below. This includes ensuring that your child attends School in accordance with our Attendance and Punctuality Policy, and conforms to any rules of appearance, dress and behaviour we may issue.

6.2. We may undertake drugs and alcohol testing of your child. The School may undertake drug and alcohol testing of pupils in accordance with its Behaviour Policy. The Behaviour Policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.

6.3. Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media. The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate or necessary for the School to do so in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7. Suspension, Exclusion and Required Removal

7.1. The Principal's discretion to suspend or exclude your child from the School. The Principal may in their discretion, and following the Suspension & Exclusion Policy, suspend or, in serious or persistent cases, exclude your child from the School if they reasonably consider that your child's conduct or behaviour (including behaviour or conduct outside School or online) is unsatisfactory and/or the suspension or exclusion is in the School's best interests and/or those of your child or other children.

7.2. Where you can find examples of offences punishable by suspension or exclusion. The School Rules, particularly the School's Behaviour Policy, and the School's Suspension and Exclusion Policy set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Principal may decide that suspension or exclusion for a lesser offence is justified where there has been previous or persistent misbehaviour. All aspects of your child's record at the School may be taken into account.



7.3. The Principal's discretion to require you to remove your child from the School. Instead of exclusion or suspension, the Principal may in their discretion require you to remove your child from the School if the Principal reasonably considers that:

- 7.3.1. your behaviour or conduct (or the behaviour or conduct of any guardian or parent or person caring for your child, whether or not a party to this contract): is unreasonable; and/or causes a breakdown of trust and confidence; and/or adversely affects (or is likely to adversely affect) your child's and/or other children's progress at the School, and/or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute (among the School community or the general public); and/or is not in accordance with your obligations under this contract. Non-exhaustive examples of conduct that is likely to (whether if sufficiently serious as a one-off event, or whether as a result of repeated incidents, or as a combination of behaviours) warrant required removal include:
- Disrupting, or threatening to disrupt, school operations (including in classrooms, in employee's office, at events on the school grounds, and at sports team matches);
 - Shouting at, threatening, abusing or exhibiting aggressive behaviour (including the use of offensive language) towards members of staff, pupils or other parents;
 - Harassing staff, which may include making repeated contact via phone, email, post or social media at a volume that we consider excessive;
 - Sending abusive messages to another member of the school community, including via text, email or social media;
 - Posting defamatory, offensive or derogatory comments about the school, its staff or any member of its community, on social media platforms;
 - Use of physical punishment against your child while on school premises;
 - Disciplining another person's child – please bring any behaviour incidents to a member of staff's attention;
 - Physical violence or damaging School property;
 - smoking (excluding during official school functions), vaping and consumption or being under the influence of alcohol (excluding during official School functions) or other drugs whilst on School property, or accessing the School site whilst intoxicated or under the influence of drugs); and/or
- 7.3.2. your child's attendance and/or progress at the School is unsatisfactory and/or in the reasonable opinion of the Principal, the removal is in the School's best interests and/or those of your child and/or other children; and/or

7.4. the School is unable to meet your child's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

7.5. What happens if your child is suspended, excluded or removed from the School. Should the Principal exercise their right under either Clause 7.1 or Clause 7.3 above:

- 7.5.1. you will not be entitled to any refund or remission of Fees due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;
- 7.5.2. in respect of exclusions and required removals under Clause 7.3.1, the deposit will be forfeited and retained by the School; and
- 7.5.3. in respect of exclusions and required removals, fees in lieu of notice will not be payable and any Fees that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.

7.6. 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 and the School will stop providing the Services.



7.7. Your right to have decisions to exclude or require the removal of your child reviewed. You are entitled to have any decisions taken by the School and/or Principal to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the appeal stage of the Suspension and Exclusion Policy.

8. The School's Obligations

8.1. The period of your child's schooling. Subject to these terms and conditions, the School will provide the Services and accept your child as a pupil from the time of joining the School until the normal leaving date. The normal leaving date for the School is at the end of Year 6.

8.2. The scope of our duty to exercise reasonable skill and care. We will exercise reasonable skill and care in the provision of the Services. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. We cannot accept any responsibility for your child while off the School premises unless they are taking part in a School activity or otherwise under the direct supervision of a member of School staff.

8.3. Consent to off-site activities, participation in trips and visits, and contact sports and other sports activities. Unless you notify us to the contrary, you consent to your child;

8.3.1. travelling off-site with School staff for day-to-day activities during the week (including but not limited to drama, ballet, karate, indoor sport, workshops, and assemblies); and

8.3.2. participating, under supervision (whether on-site or off-site), in contact sports and in other sports and activities which may entail some risk of physical injury;

8.3.3. participating in all trips and visits organised in the normal course of your child's schooling. Educational visits that incur Specified Charges, require overseas travel or an overnight stay, take place over a weekend or during school holidays, or involve high-risk activities will be subject to written consent to participate.

8.4. Further information can be found in the School's Health and Safety Policy.

8.5. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect your child's safety and welfare, or to respond to breaches of discipline during an educational visit, will be charged as a Specified Charge.

8.6. What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will:

8.6.1. take action (for example, by contacting the emergency services);

8.6.2. try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';

8.6.3. share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and

8.6.4. where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.

8.7. Your child's progress and needs 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 concerns about your child's progress but we do not undertake to diagnose dyslexia, ADHD, or other conditions. A formal assessment in relation to any potential special educational needs or medical conditions may be required



to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School at your expense.

8.8. Religious observance and relationships and sex education and health education. Religious observance, relationships and sex education and health education at the School will be conducted in accordance with the School Rules.

9. The Parents' Obligations

9.1. We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Principal and School staff, need your co-operation.

9.2. Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:

- 9.2.1. maintaining a constructive relationship with School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);
- 9.2.2. complying with any policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time, and not behaving in ways that contravene 7.3.1 above;
- 9.2.3. encouraging your child in their studies, giving appropriate support at home, and ensuring your child attends school in accordance with our Attendance & Punctuality Policy;
keeping the School up-to-date and informed about matters which affect or may affect your child, including any matters that are relevant to the your child's safety and security;
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 any of them, are not withheld and are shared in a timely and transparent manner;
engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the School's provision of the Services;
and
attending meetings and keeping in touch with the School where your child's interests so require.

9.3. You must notify us of your child's health/medical conditions or special educational needs. It is a condition of your child's joining and remaining at the School that you complete in full the questions in the Registration Form, Acceptance Form, and Induction Form in respect of your child. This includes informing 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 or injuries. You must also provide us, whether upon further request by the School or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the School in relation to the same. If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 13 below.

9.4. Circumstances where we may require you to keep your child away from School. The School reserves the right to require your child to remain away from School in the following circumstances:



- 9.4.1. due to a health or safety risk (including a virus, pandemic, epidemic or any other health or safety risk, including circumstances where the School reasonably concludes that your child does or may pose a risk of harm to themselves or others). We may provide Education Services to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate; and/or
- 9.4.2. where a potential ground for required removal or exclusion is being investigated by the School and this relates to the conduct of your child or engages their (or another child's) safety or well-being. In such circumstances, the requirement to keep your child away from School would be a neutral act during the investigation procedure. (Alternatively, your child may be placed under a special regime if they remain on School premises); and/or
- 9.4.3. in accordance with Clause 4.9.1 (i.e. where you have failed to pay the Fees in full and on time).
- 9.5. You must notify us of any special arrangements needed for your child. You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare, and provide on reasonable request from the School such further information as may be reasonably required by the School to understand the basis for and scope of such arrangements.
- 9.6. You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in relation to your child's attendance at the School and/or the School's provision of education to your child. In any such circumstances you must promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s), having obtained the permission of the court if necessary.
- 9.7. We require you to nominate a 'responsible adult' for us to contact in your absence. If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than 24 hours then you must also inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- 9.8. Receiving information from you and sharing information with you. The School is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below or otherwise according to the circumstances, you (and each of you) accept that the School is entitled to treat:
- 9.8.1. any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- 9.8.2. any communication from the School to one of you as having been given to both of you.

Please note that any person who has parental responsibility for your child is entitled to receive certain core information 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 person unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).



PLEASE READ THIS NEXT SECTION CAREFULLY – it sets out who needs to sign a notice of withdrawal of your child.

9.9. 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 (including under any of Clauses 3.1, 5.1 or 17.3 must be in writing.

9.10. You must notify us of your child's absence from School. The School must be informed as soon as possible of your child's absence from School. You can do this by contacting the School Office.

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

PLEASE READ THIS NEXT SECTION CAREFULLY – it sets out limits on our liability under this contract.

10. Insurance & Liability

10.1. 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.

10.2. Liability. Nothing in this contract shall limit or exclude the School's liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.

10.3. We will be liable to you for loss or damage you suffer that is a foreseeable result of our breach of this contract or if we fail to carry out our obligations under this contract to a reasonable standard, but not to the extent that any such failure is attributable to you or a third party that is not within our control. We will not be liable for loss or damage which were not foreseeable. Losses are foreseeable if they were an obvious consequence of our breach of this contract or if they were contemplated by you and us at the time we entered into this contract.

10.4. We shall not be held responsible for any injury to you or your child (financial or otherwise), or for any damage to your or your child's property, caused by another child, by any person who is not an employee or authorised representative of the School or by any other third party.



11. How we may use Personal Information, provision of References, and Data Protection

11.1. 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 about them 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.

11.2. You are required to inform us of changes to information held, or circumstances relating to, you and/or your child. You must:

11.2.1. confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and

11.2.2. inform the School of any change to your or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the School, including relevant contact details.

11.3. Data Protection and disclosure of personal information. By entering into this contract and enrolling your child at the School, you acknowledge that the School will hold and process your and your child's personal data, which may include special category data (special category data includes, for example, data concerning racial/ethnic origins, criminal convictions, health and wellbeing and sexuality). We will hold and process your and your child's personal data in compliance with our obligations as Data Controller under the UK General Data Protection Regulation and Data Protection Act 2018 and in accordance with our Privacy Notice (which is accessible at: <https://www.parkgate-school.co.uk/privacy-policy/>).

11.4. We will not share your or your child's data with third parties unless:

11.4.1. we have an appropriate consent from you;

11.4.2. we are under a statutory or regulatory obligation to do so (such as with Ofsted or our local authority); or

11.4.3. we are otherwise permitted to do so under the UK General Data Protection Regulation and Data Protection Act 2018.

11.5. Our Privacy Notice – <https://www.parkgate-school.co.uk/privacy-policy/> explains how we collect, maintain and use personal data when you make enquiries about your child enrolling at the School (including by registering to attend our open days), make an application, if you go on to accept and offer, and to enrol your child at the School. For example, it provides details of what data may be sent to third parties, when data may be disclosed to a third party and the lawful basis for using personal data.

11.6. Intellectual Property Rights

Recognising these rights. We will recognise any intellectual property rights created, generated or owned by or vested in your child. Where your child creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the School may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's online platforms, social media or public website.



12. Change in Ownership

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.

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).

13. Ending this Contract

- 13.1. Our rights to end the contract. In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 7 (relating generally to your or your child's behaviour or conduct), the School may end this contract at any time by giving notice in writing to you:
- 13.1.1. without any obligation to return any deposit or Fees to you, if:
- a) you do not make a payment to us when it is due and you still do not make payment within twenty-one (21) days of us reminding you that such payment is due;
 - b) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of the Services by the School to your child (including but not limited to misrepresenting at any point in time that your child is legally entitled to enter and study in the United Kingdom, or failing to provide information / providing misleading information about your child's health, medical conditions, special educational needs, disability or allergies);
 - c) you fail or refuse to provide us at any time with information we require under Clause 4.13; or we are not satisfied with the information you have provided (if any). Instead of ending this contract, we may otherwise refuse to allow your child to attend the School until the relevant satisfactory information has been provided;
 - d) your child no longer holds an immigration status which confers a right to study in the UK;
 - e) you (or either of you):
 - aa) are unable, following our request, to demonstrate that you will be able to pay the Fees due under this contract;
 - bb) repeatedly or persistently fail to pay the Fees when they fall due for payment;
 - cc) are otherwise unable to pay your debts as they fall due; or
 - dd) are the subject of a bankruptcy petition or order, or enter into an individual voluntary arrangement;
 - f) you otherwise do not comply with (i.e. you breach) your obligations under this contract (including under Clause 9) such that we have a legal right to end the contract because of something you have done wrong; or
 - g) in the Principal's reasonable discretion, the School is not able to provide, or is compromised in providing, the Services it needs to in satisfaction of its obligations under this contract.
- 13.1.2. with one Term's notice by ordinary post or email, where the School has good cause and following consultation with you and your child (if of sufficient maturity and understanding). Subject to Clause 2.3 the deposit will be returned to you on your child's leaving.
- 13.2. Your rights to end the contract. In addition to your ongoing right to withdraw your child under Clause 5.1, you may end this contract at any time by notice in writing to the School if:
- 13.2.1. you have a legal right to end the contract because of something we have done wrong; or



13.2.2. the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

13.3. When this contract will end if not terminated early. For the avoidance of doubt and without you or us having to provide notice, this contract will end at the end of your child's schooling (i.e. on the normal leaving date as set out in Clause 8.1).

13.4. Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding Fees. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

14. Events outside of our, or your, control

14.1. What we mean by an "event outside of our/your control". In this **Clause 14 "event"** means any event beyond either your or our reasonable control including: strikes and other industrial action by non-School staff; staff illness; severe weather; fire; civil commotion; riot; invasion; terrorist attack or threat of a terrorist attack; cyber-attack; war (whether declared or not); natural disaster; restrictions imposed by government or public authorities (including the local authority); significant changes to government education policy; epidemic or pandemic disease; or failure of public utilities or transport systems.

14.2. What happens if we are affected by an event outside of our control.

14.3. Should any such circumstances arise, we will take reasonable and proportionate steps to mitigate the impact on pupils, which may include making changes to the Education Services and any other facilities in line with **Clause 17** below. **Clause 17** sets out the range of circumstances in which changes might be made, the likely reasons for those changes, how we will communicate the circumstances of the change to pupils and prospective pupils, and how we will seek to remedy the situation if you are unhappy with the change.

14.4. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event (including by providing Education Services remotely, if appropriate), the School will not be responsible for performing those obligations which are prevented or delayed by the event. If your child is required to study from home because we are providing Education Services remotely for whatever reason, we will adjust Fees according to the Education Services we are able to provide remotely (which may be impacted by, for example, whether your child is in nursery, or in the preparatory school).

14.5. Events lasting more than 6 months. If the School is wholly and completely prevented from performing all of our obligations as a result of an event (and we are unable to provide Education Services remotely) for a continuous period of more than six (6) months, the School will notify you of the steps we plan to take to ensure performance of the contract after such period and you will 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.

14.6. What happens if your child is affected by an event outside of your control. Subject to Clause 4.12 (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 receive any of the Education Services (including remotely) due to reasons caused by an event you must give the School notice in writing and the following provisions shall apply:

- 14.6.1. in consultation and cooperation with the School you must do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
- 14.6.2. in circumstances where, following the efforts made and steps taken under sub-clause 14.6.1 above, your child is not able to participate and benefit from any level of provision of Education Services by the School (whether at School or remotely) then you will 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
- 14.6.3. if the event continues to prevent your child wholly and completely from attending the School or being able to receive any of the Education Services (whether at the School or remotely) for more than six (6) months, you or the School will be entitled to terminate the contract on written notice and without you being required to give a term's notice or to pay a term's School Fees in lieu of notice.

15. Communications between you and the School

- 15.1. 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.
- 15.2. How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be in writing addressed to the Principal and either:
 - 15.2.1. sent by email to the School using the School email address: office@parkgate-school.co.uk ; or
 - 15.2.2. delivered by hand or post to the School.

We recommend that if you provide notice (including under any of Clauses 3, 5.1, or 17.3 which are the provisions dealing with withdrawing your child from the School) you telephone the School to confirm receipt if you have not received an acknowledgement from us within 3 days.

16. The Law that applies to this contract and where legal proceedings may be brought

- 16.1. The law that applies to this contract. The contract is governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.
- 16.2. Rights in relation to the enforcement of this contract. If we or you choose not to enforce any part of this contract, or delay enforcing it, this will not affect our or your right to enforce the same part later (or on a separate occasion) or the rest of this contract.
- 16.3. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.



PLEASE READ THIS NEXT SECTION CAREFULLY – it sets out the rights we have to make changes, and your rights if you are not happy with any change.

17. Changes to the contract

- 17.1. Reserving the right to change these terms and conditions. We will do our best to deliver the Services in accordance with the contract. However, from time to time we may make changes to our Services (particularly to keep Education Services relevant and up to date). We will always aim to limit any changes to those reasonably necessary to achieve the required objective and/or respond appropriately to the circumstances necessitating change. The majority of changes made will be made for the benefit of pupils and their School experience and to reflect developments in best practice aligned to sector standards.
- 17.2. Likely changes. Changes may be made:
- 17.2.1. to improve the delivery of Services as part of the School's process of continuous improvement and enhancement (including in response to parent and pupil feedback). Changes may also be made for operational reasons and to manage the School's resources more effectively and efficiently. Wherever possible, such changes will be made following engagement and consultation with parents;
- 17.2.2. to allow us to continue delivering Services, while mitigating the impact of an unexpected event for example, we might move to on-line classes and assessments or need to re-scope aspects of our approach and delivery in the event of a pandemic preventing in-person teaching and assessments;
- 17.2.3. to the staff delivering the Education Services. We have robust procedures in place for the recruitment and replacement of staff;
- 17.2.4. to the trips and activities we offer, and the off-site venues that we use. This may be because:
- a) changes would enhance the educational value and pupil experience of the activity
 - b) appropriate travel, accommodation or insurance is unavailable
 - c) there is a significant change to the financial cost
 - d) of a risk assessment conducted by or on behalf of the School;
- 17.2.5. to term dates. Save in exceptional circumstances, term dates will proceed as published. If any changes become necessary, we will inform parents at the earliest possible opportunity and engage with them to explore any concerns they have and the options available to them;
- 17.2.6. to our School Rules. During your child's time at the School, we may update, amend and/or replace our policies and procedures from time to time in order to ensure that such documents, and the School, operate efficiently for pupils, meet relevant legal and regulatory obligations and are consistent with best practice. Changes are usually made in response to pupil / parent feedback, Ofsted feedback, or other national or governmental external requirements. We will ensure that any important changes to such documents are notified to parents;
- 17.2.7. to these terms and conditions. It may be necessary for the School to make changes to comply with consumer or other law, to comply with the requirements of Ofsted, or to reflect best practice. Where changes are made, these will normally be brought into effect at the start of the following academic year. However, in certain circumstances it may be necessary for the changes to be implemented during the course of an academic year. We will notify parents of any changes as soon



as reasonably practicable. Such changes are generally either minor in terms of impact, or are made in the pupils' interests (or both).

17.3. We will give you notice of significant changes. Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. If you wish to withdraw your child from the School before the proposed change 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 3.1** or **Clause 5.1** above.

17.4. Whatever the reason for change, we will always aim to provide at least an equivalent quality of experience as might be reasonably expected compared with the original planned delivery. In addition to the right to withdraw under **Clause 17.3** above (where there is a significant change), parents will be referred to the Complaints Procedure if it has not been possible to resolve an issue and they wish to consider raising a formal complaint.

March 2026