



Radnor House
— SEVENOAKS —
celebrating every individual

Radnor House Sevenoaks

Independent Co-Educational Day School aged 2 -18

Terms and Conditions

Updated September 2024

A INTRODUCTION

1. These Terms and Conditions reflect the custom and practice of independent schools for many generations and together with the Letter of Offer, Acceptance Form and Fees List and any invoice issued by the School to the Parents, they form the basis of a legal contract for educational services. These Terms and Conditions are intended to promote the education and welfare of each pupil and the stability, forward- planning, proper resourcing and development of Radnor House Sevenoaks.

2. Our prospectus and website are not contractual documents. Please see **Section K** for further information.

3. Fees & Notice: The rules concerning fees and notice are of particular importance and are set out **at Sections H & I** below.

4. Managing Change: Radnor House Sevenoaks, as any other, is likely to undergo a number of changes during the time your child is a pupil here. Please see **Section J** for further details of the changes that may be made and the consultation and notice procedures that will apply.

5. Documents Referred to: Before a pupil joins Radnor House Sevenoaks, parents and pupils receive a copy of the Information for Parents Handbook and are provided with access to all relevant policies and procedures. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. All policies referred to in this document can be seen on the school website at www.radnor-sevenoaks.org.

B TERMINOLOGY

6. "The School" / "We" / "Us" means Radnor House Sevenoaks Limited (and any assigns), a private limited company, as now or in the future constituted.

7. "Directors" / "Board of Directors" means the Directors of Radnor House Sevenoaks (Holdings) Limited, who are the directors of the School under its Memorandum and Articles of Association, and are responsible for the governance of the School.

8. "The Head" is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head or of the Directors have been delegated; in particular the Director of Finance & Operations.

9. "The Parents"/"You" means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at the School. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions.

10. Parental Responsibility: Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.

11. "The Pupil" is the child named on the Acceptance Form. The age of the pupil will be calculated in accordance with UK custom.

C ADMISSION & ENTRY TO THE SCHOOL

12. Registration, Acceptance and Admission:

Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable Registration Fee is paid. The fee amount is shown on the fees list for the relevant year on the school website, or a copy can be obtained from the school office. The Registration Fee is non-refundable should the application be withdrawn at any stage. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. "Admission" occurs when parents accept the offer of a place by signing and returning the Acceptance Form and paying the Deposit. "Entry" is the date when the Pupil attends the School for the first time under this contract.

13. Equality: The School is a day school for girls and boys aged 2-18 years. The School is nondenominational and welcomes staff and children from many different ethnic groups, backgrounds and creeds, and human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants, pupils and members of the staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

14. Offer of a Place and the Deposit: When Parents accept the offer of a place, the Deposit, as shown on the fees list for the relevant year, will be payable by the deadline given. The Deposit will be repaid to the named person/persons who paid it to the School in the first instance, without interest and less any outstanding charges, by the end of the first month of the term following a

Pupil leaving the School, unless the Parents wish to donate the deposit to the School to support bursary grants or capital developments.

15. Distance Contracts: When a prospective pupil or their parents have not visited the School on any occasion to attend open days, school tours, assessment or taster days, and contact between the family and the School has been entirely by means of post or electronic communication, the application process is deemed to have been conducted at distance. In such circumstances, Parents may cancel this agreement within 14 days of the date of submitting the Acceptance Form. In the event of such a cancellation, the Deposit will be refunded together with any fees paid, prorated if the School has provided any educational services under this agreement. In all other cases, the agreement is deemed to be an on-premises contract and the terms and conditions outlined under 79 Cancelling Acceptance below will apply.

16. Immigration: Parents must inform the Registrar when returning a completed Registration Form where a visa is required for the child to reside in the UK. Where a child is making an overseas application, the Parents shall permit the School to take and retain copies of the child's passport and visa. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to reside in the United Kingdom and to study at this School.

D PASTORAL CARE

Meaning: Pastoral care underpins all aspects of life at the School and looks to ensure the happiness, success, safety and welfare of each pupil and the integrity of the school community.

17. Our Commitment: The School will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law

in the particular circumstances and often to a much higher standard. The School will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our school community and the rights and freedoms of others.

18. Complaints: Any question, concern or complaint about the pastoral care or safety of the Pupil must be notified immediately to the Form Tutor, Head of House or to the Deputy Head (Pastoral). A grave concern must be notified in writing to the Head without delay and by telephone and email, in a case of emergency. A copy of our Complaints Policy & Procedure is on the school website.

19. Pupil's Rights: A pupil of sufficient maturity and understanding has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances, certain rights of confidentiality and, usually, the right to have contact with both natural or adoptive parents. If a conflict of interests arises between a parent and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parent.

Harassment, victimisation and discrimination will not be tolerated. The School and its Staff will act fairly in relation to the Pupils and Parents and we expect the same of Pupils and Parents in relation to the School or its Staff.

20 Physical Contact: Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to the Pupil if they are in distress, or to maintain safety and good order, or in connection with the Pupil's health and welfare. Parents also consent to their child participating in contact and non-contact sports and other activities as part of the normal School and cocurricular programme, and acknowledge that while the School will

provide appropriate supervision the risk of injury cannot be eliminated.

21. Disclosures: Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety.

22. Confidentiality: The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's e-mail communications and internet use.

23. Special Precautions: The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents may be excluded from school premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the school community.

24. Leaving School Premises: The School is unable to prevent the Pupil leaving school premises in breach of the School Rules and Regulations and is not legally entitled to do so in the case of a pupil aged 16 years or over.

25. Residence During Term Time: Pupils are required during term time, at weekends and half term, to live with a parent or legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately if a pupil will be residing during term time under the care of someone other than a parent. When both parents will be absent from the Pupil's home overnight or for a twenty-four-hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult (aged 18 or over) who will have the care of the Pupil.

26. Communication with Parents: Communication from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents. This does not apply to the cancellation of a place or the withdrawal of the Pupil from the School. Any notice of cancellation or notice of withdrawal of the Pupil shall be made by both Parents.

27. Education Guardians: A pupil of any age whose parents are resident outside the United Kingdom must have an education guardian in the United Kingdom who has been given legal authority to act on behalf of the parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility during half term or the holidays for pupils whose parents are resident abroad. Parents and guardians of such pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the parents but the School may be able to assist, by providing parents with the names of agencies or individuals who have acted as guardians in the past. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.

28. Photographs or images: It is the custom and practice of most independent schools, and of this School, to include some photographs or images of pupils in the school's promotional material such as the prospectus, website and school magazines and for internal training purposes. Save for the inclusion of a photograph and first name of a pupil, we would not disclose the name of a child without the Parents' consent. Parents will be asked for their consent to their child's photograph or image being used in this way.

This consent can be withdrawn at any time, by the Parent writing immediately to the Admissions Department requesting an acknowledgement of their letter.

29. Transport: The Parents' consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

30. Pupils' Personal Property: Pupils are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, calculators, computers, musical instruments and sports equipment, and for property lent to them by the School.

31. Insurance: Parents are responsible for insurance of the Pupil's personal property whilst at school or on the way to and from school or any school-sponsored activity away from school premises. Parents are strongly advised to make appropriate insurance arrangements in each case.

32. Liability: Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.

E HEALTH & MEDICAL MATTERS

33. Medical Declaration: Parents will be asked to complete a Medical Declaration Form concerning the Pupil's health before the Pupil joins the School, and annually thereafter. Parents must inform the School in writing if, at any time, the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases.

34. Pupil's Health: The Head may at any time require a medical opinion or certificate as to the Pupil's general health, where the Head considers it necessary as a matter of professional judgement in the interests of the Pupil and / or the school community. A pupil of sufficient age and maturity is entitled to insist on confidentiality. A pupil may not attend school when unwell (other than normal coughs and colds) unless attendance is supported by a medical certificate.

35. Medical Information: Throughout a pupil's time as a member of the School, the School Nurse shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the school community. Such information will be given and received on a confidential, "need-to-know" basis.

36. Emergency Medical Treatment: The Parents authorise the Head to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

F EDUCATIONAL MATTERS

37. Our Commitment: Within the published range of the School's provision from time to

time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances, and often to a much higher standard. The School will exercise reasonable care and skill in providing educational services for the pupil, but cannot guarantee that the pupil will achieve his/her examination results or that the results will be sufficient to gain entry into other educational establishments.

38. Organisation: We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the school community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils and may take into account management of friendship groups. Any parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's Form Tutor, Head of Year, or any other appropriate member of staff, as soon as possible, or contact the Head in writing in the case of a grave concern.

39. Progress Reports: The School monitors the progress of each pupil and reports regularly to parents by means of written reports, assessment grades and parents' evenings.

40. Sex Education: All Pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing to the Head of Year that they do not wish their child to take part in this aspect of the curriculum.

41. Public Examinations: The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of professional judgement, the Head considers that by doing

so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff.

42. Reports and References: Information supplied to parents and others concerning the progress and character of the Pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

43. Learning Difficulties: The School will do all that is reasonable in the case of each pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

44. Screening for Learning Difficulties: The screening tests available to schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that a pupil has a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.

45. Information about Special Educational Needs (Learning or Emotional Behavioural Difficulties):

Parents must notify the Head in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning or emotional/behavioural difficulty and the Parents must provide us with copies of all written reports and other relevant information on registering the child or as soon as the condition is known.

Parents will be asked to withdraw the Pupil, without being charged fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for the Pupil's special educational needs. Additional SEND

support may be subject to additional charges, in accordance with the School's Supplementary Charges Policy.

46. Moving up the School: It is assumed that each pupil will progress through the School and will ultimately complete the Upper Sixth Year (Year 13). Parents will be consulted before the end of the Spring Term in Year 6 and in Year 11 if there appears to be any reason why the Pupil may not be suited to progression to the next stage of the School. Parents in Year 6 must give a term's notice in writing or by email (i.e. before the start of the summer term in the preceding academic year) in accordance with the Provisions about Notice (in Section H) if they do not intend their child to proceed to the next stage of the School, or a term's fees in lieu of notice will be payable. For the avoidance of this doubt, this requirement to give a term's notice in writing does not extend to Parents in Year 11.

47. School's Intellectual Property: The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of a pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in creation/development of intellectual property.

48. Pupil's Original Work: Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parent's consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at school premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept

liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head and staff.

49. School Trips: A variety of school trips will be provided for your child while a pupil here. Some school trips will attract an additional charge in accordance with the School's Supplementary Charges Policy. Parents' prior consent will be sought for a trip incurring additional costs. School trips abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Pupil is subject to school discipline in all respects whilst engaged in a school trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill.

50. Acceptable Use of IT Policy: The School provides pupils with access to computer resources on the local network, internet and email. The use of these resources is governed by the same rules that apply throughout the school. Pupils are expected to understand and comply with these guidelines. Further information is available in the policy document available from the school office or website. Failure to comply with the guidelines will result in the termination of these privileges.

G BEHAVIOUR AND DISCIPLINE

51. School Regime: The Parents accept that the School will be run in accordance with the authorities delegated by the Directors to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.

52. Conduct and Attendance: We attach importance to courtesy, integrity, good manners, good discipline and respect for the

needs of others. Parents warrant that the Pupil will take a full part in the activities of the School, will attend each school day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules and Regulations.

53. School Rules and Pupil Behaviour: The School Rules and expectations for pupil behaviour are set out in the School's Behaviour Policy, which also includes details regarding Rewards and Sanctions and Exclusions. It can be found on the School website. Parents are expected to read this document carefully with the prospective Pupil before they Accept the offer of a place.

54. School Discipline: The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and the school community as a whole. The School's disciplinary policy current at the time applies to all pupils when they are on school premises, or in the care of the School, or wearing school uniform, or representing the School or at any time when their conduct brings the School into disrepute or adversely affects individual pupils or school culture.

55. Investigative Action: A complaint or rumour of misconduct will be investigated. A pupil may be questioned and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a parent, education guardian or a teacher of the Pupil's choice.

56. Procedural Fairness: Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be

carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of a parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.

57. Divulging Information: Except as required by law, the School and its staff shall not be required to divulge to parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

58. Drugs & Alcohol: The School reserves the right to request a pupil to submit to testing for drugs or alcohol if involvement with either is suspected, in breach of school discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

59. Terminology: In these Terms and Conditions, "Suspension" means that a pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Directors' Review.

"Withdrawal" means that parents have withdrawn a pupil from the School. "Expulsion" and "Removal" mean that a pupil has been required to leave ("asked to leave") the School permanently in the circumstances described below.

"Released home" means that the Head has consented to a pupil being away from school for a specified period of time. "Exclusion" means that a pupil may not return to School until arrears of fees have been paid. "Exclusion" may also be used as a general expression covering any or all of the other expressions defined in this clause.

60. Sanctions: The School's current policies on sanctions are contained in the School Behaviour Policy, which is available on the School's website and to parents on request.

These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, suspension, or alternatively being removed or expelled.

61. Expulsion: The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of school discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision shall be subject to a Directors' Review, if requested by a parent, and the parent will be given a copy of the procedure which is current at the time. The Pupil shall remain away from the School pending the outcome of the Review (see "Directors' Review" below).

62. Fees after Expulsion: If the Pupil is expelled, there will be no refund of the Deposit or of the Fees for the current or past terms. There will be no charge to fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of fees and any other sum due to the School will be payable.

63. Removal in Other Circumstances: Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School, if, after consultation with the Pupil and/or parents, the Head is of the opinion that the Pupil is or will be unwilling or unable to engage with or benefit sufficiently from the educational opportunities and/or community life offered by the School. Either or both of the Pupil's conduct and progress may be taken into account by the Head when exercising his discretion under this clause. Parents who have treated the School or members of its staff unreasonably may also be required to remove

the Pupil. In these circumstances, parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and parents as well as those of the School (see "Directors' Review" below).

64. Fees Following Removal: If the Pupil is removed in the circumstances described above, the rules relating to fees and the Deposit shall be the same as for expulsion save that the Deposit will be refunded in full without interest, less any outstanding charges.

65. Leaving Status: The expression "leaving status" has reference to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference that will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Head with the Parents and, where appropriate, with the Pupil, at the time of the Head's decision.

66. Directors' Review: Parents may ask for a Directors' Review of a decision to expel or require the removal of the Pupil from the School (but not a decision to suspend the Pupil unless the suspension is for 11 school days or more, or would prevent the Pupil taking a public examination). The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parents. The Panel will consist of at least three people appointed by the Chairman of Directors not directly involved in matters detailed in the complaint, one of whom shall be independent of the management and running of the School. Parents will be entitled to know the names of the Directors who make up the Review Panel.

67. Review Procedure: The Head will advise the Parents of the procedure (current at that time) under which such a Review will be conducted. If parents request a Directors' Review, the Pupil will be suspended from the School until the decision to expel or remove has been set aside or upheld. While suspended, the Pupil will remain away from School and will have no right to enter School premises during that time without written permission from the Head.

68. Complaints Procedures: A formal complaint about any matter of school policy or administration not involving a decision to expel or remove the Pupil must be stated courteously in writing to the Head and, if unresolved, should be restated in writing to the Chairman of Directors. Every reasonable complaint shall receive fair and proper consideration and a timely response. A copy of the Complaints Policy and Procedure is on the school website.

H PROVISIONS ABOUT NOTICE - see also section F "Moving up the School" and section G.

69. Term: means the period between and including the first and last days of the relevant school term.

70. Notice: means (unless the contrary is stated in these Terms and Conditions) a term's written notice given by all who have signed the Acceptance Form, before the first day of term, addressed to and received by the Head personally. It is expected that the Parents will consult with the Head before giving notice to withdraw the Pupil.

71. Provisional Notice is valid only for the term in which it is given and only when written and accepted in writing by the Head. or Registrar.

72. Fees in Lieu of Notice means fees in full for the term of notice at the rate that would have applied had the Pupil attended and not

limited to the parental contribution in the case of bursary or other concession. The charge of a term's fees represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.

73. "A term's written notice" to be given by parents means notice given to the Head before the first day of a term and expiring at the end of that term. A term's notice must be given in writing if the Parents wish to cancel a place they have accepted, or if parents wish to withdraw the Pupil who has entered the School; or if the Pupil wishes to discontinue extra tuition/co- curricular. See clause 49. For details of the sole exception to this requirement.

74. "A term's written notice" means: For a pupil leaving school at Christmas, a term's written notice must be received by the Head before the first day of the autumn term in August/September.

For a pupil leaving school at Easter, the notice of withdrawal must be received by the Head in school before the first day of term in the January. For a pupil leaving school at the end of the academic year in July, the notice of withdrawal must be received by the Head received in school before the first day of the summer term after the Easter holidays. If notice is received any later than these receipt dates, the full fees for the following term must be paid.

75. Cancelling Acceptance: The cancellation of a place which has been accepted is a breach of contract which can cause long term loss to the School, particularly if it occurs after other families have taken their decisions about schooling for their children, i.e. after the acceptance deadline. New parents are required to pay the first term's fees in advance usually by 1st July prior to the Pupil's entry into the School. Parents who cancel acceptance prior to the first day of the summer term of the preceding academic year will not be required to pay fees in lieu of notice, but the Deposit will be retained by the School. Parents who cancel

acceptance after the first day of the summer term of the preceding academic year will be required to pay one term's fees at the rate payable for the term of entry, less the Deposit, payable as a debt immediately. Cases of serious illness or genuine hardship may receive special consideration on written request to the Head.

76. Withdrawal: means the withdrawal of the Pupil from the School by the Parents or the Pupil, with or without notice required under these terms and conditions at any time after the Pupil has entered the School. Please see clause 12 for details of when entry to the School occurs. Please see also clauses 80-82, and clause 89.

77. Withdrawal by Parents: If the Pupil is withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of fees, fees in lieu of notice less the Deposit will be immediately due and payable as a debt at the rate applicable to the current term.

78. Prior Consultation: It is expected that a parent or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised deputy before notice of withdrawal is given.

79. Withdrawal by Pupil: The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the parents.

80. Discontinuing Extras: A term's written notice is required to discontinue extra tuition or a term's fees for the extra tuition will be immediately payable in lieu as a debt.

81. Termination by the School: The School may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal. The School would not terminate the contract without good cause and full consultation with parents and also the Pupil (if of sufficient maturity and understanding), and would offer the parents a Directors' Review of a decision to terminate. The Entry Deposit would be refunded without

interest less any outstanding balance of the account.

I FEES

82. Meaning: "Fee" and "Fees" where used in these Terms and Conditions may include alone or in combination any of the following charges where applicable: Registration Fee; Acceptance Deposit; and/or Tuition Fees.

Tuition fees include all the costs incurred in the usual course of the education by the School of the pupil, including the provision of any necessary educational materials, which are included in the fees unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).

Fees are set on an annual basis as reviewed from time to time by the Board of Directors. To assist with parental planning, fees are divided equally into three termly instalments, due for payment by the first day of the respective term they relate to. For clarity, the fee for each term does not directly relate to the length or provision of content in that term. This is particularly relevant to annual fees for Years 11 and 13 where tuition on exam courses is front-loaded in academic years, whereas the termly fees are divided equally.

In all communications School Fees are stated net of any taxes or levies that may be applied by legislation at any time, including for the avoidance of doubt, VAT.

Should VAT or another levy become applicable, this will be added to Termly Fee invoices, including retrospectively, in accordance with any regulations introduced.

83. What the Fees Do Not Include:

Supplementary Charges: These are items that are payable by the Parent to the School, in addition to the fees above (Clause 85). Parents will be billed separately for these. Details of the items involved can be found in the School Fees List on the website. Any other items ordered by the parent or the Pupil, and charges arising in respect of the late or nonreturn of library and text books, and damage where the Pupil alone or with others

has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) and late payment charges, if incurred, will also be billed to the Parent.

84. Payment: The Parents undertake to pay the fees applicable in each school year. Fees are due and payable before the commencement of the school term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid.

Parents of all new pupils starting at the School in September are required to pay the first term's academic fee in advance, by the 1st July of the admission year. Notification of this date will be advised on the formal offer letter of a place. Parents of pupils joining at any point during a term in the academic year must pay the Deposit and fees due, before the Pupil can start at school.

85. Refund/Waiver: Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if the Pupil is released home after public examinations or otherwise before the normal end of term (provided that the School remains open to the Pupil who wishes to stay at the

School during that period); or for any cause other than exceptionally and at the sole discretion of the Head in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other parents. Separate rules (set out in Section G above) apply when if the Pupil is expelled or removed, i.e. asked to leave.

86. Exclusion for Non-Payment: The right is reserved on three days' written notice to exclude a pupil while fees are unpaid.

Exclusion on these grounds is not a disciplinary matter and the right to a Directors' Review will not normally arise, but the Chairman of Directors has discretion if thought fit to

authorise a review of the documentary evidence with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while fees are unpaid, but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil. A pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion. (Then a term's fees in lieu of notice will be payable in accordance with the Provisions about Notice in Section H.)

87. Late Payment: Simple interest may be charged on a day-to-day basis on fees which are unpaid. The rate of interest charged will be at up to 2% per month, which is a genuine pre-estimate of the cost to the School of a default. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.

88. Part Payment: Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of fees.

89. Appropriation: The parents agree that:

- a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those parents.
- any payment made in connection with supplementary charges, including trips, may be appropriated by the School to any unpaid fees outstanding in priority.

90. Payment of Fees by a Third Party: An agreement with a third party (such as a grandparent) to pay the fees or any other sum due to the School does not release the Parents from liability if the third party defaults, and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Director of Finance & Operations. The School reserves the right to refuse a payment from a third party.

91. Scholarships and Bursaries: Every bursary or other award or concession is a

privilege and is subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and our staff reasonably. The terms on which such awards are offered and accepted are available in the School's Admissions Policy on the school website.

92. Fee Increases: Fees are reviewed annually and are subject to increase from time to time.

93. Money Laundering: The School is not able to accept large payments in cash. Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying fees.

J EVENTS BEYOND THE CONTROL OF THE PARTIES

94. Force Majeure: An event beyond the control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, and/or failure of utility service or transportation.

95. Notification: If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

96. Continued Force Majeure: If a Force Majeure Event continues for a period greater than ninety days, the party who has provided notification under clause 98 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

97. Termination: If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 98 may terminate this Agreement by providing at least three working days' notice in writing to the other party.

K GENERAL CONTRACTUAL MATTERS

98. Management: It is our intention that the terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the school community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law

99. Legal Contract: The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.

100. Change: This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations, the disciplinary framework, and the length of school terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this Agreement may be freely assigned to another party at the discretion of the School.

101. Consumer Protection: Care has been taken to use plain language in these Terms and Conditions and to explain the reasons for any of the terms that may appear one-sided. If any words above or in combination infringe current consumer rights legislation, or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

102. Consultation: It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, however, parents will be consulted and given at least a term's notice of a change of policy or a change in any physical

aspect of the School which would have a significant effect on their child's education or pastoral care. For example, notice would be given of a proposal to remove a subject from the curriculum.

103. Representations: Our prospectus and website describe the broad principles on which the School is presently run and give an indication of our history and ethos. Although believed correct at the time of printing, the prospectus and website information is not part of any agreement between the parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus or website, or a statement made by a member of staff or a pupil during the course of a conducted tour of the School, or a related meeting, should seek written confirmation of that matter before entering this agreement.

104. Third Party Rights: Only the School and the Parents are parties to this contract. The Pupil (or any Third Party) are not parties to it. The acts and omissions of parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

105. Interpretation: These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only, and are not exhaustive.

106. Jurisdiction: This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

107. Changes to these Terms and Conditions: We reserve the right to change or add to these Terms and Conditions at any time for legal, safety or other substantive reasons or in order to assist with 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.

Data Protection Information Notes

1. The School holds information about you and your child including exam results, parent and guardian contact details and financial information and details of your child's medical conditions, so that staff may respond appropriately in the event of a medical emergency. This information is kept electronically on the School's information management system or manually in indexed filing systems.

2. These notes refer to the "processing" of information, which may include obtaining, recording, holding, disclosing, destroying or otherwise using that data, including sharing it with third parties.

3. The School processes information about you and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with.

4. Personal data processed by the School includes a data subject's contact details and for pupils - admissions, academic, disciplinary and other education related records, information about special educational needs, references, examination scripts and marks, images, audio and video recordings and biometric data; and for parents and/or carers
- employment details, family circumstances

and financial information.

5. Where, in the professional opinion of the Head it is deemed necessary, we may share information with certain third parties.

6. Under the Data Protection Act 2018 individuals have a general right to be given access to personal data held about them (unless a specific exemption applies). Please refer to the Data Protection Policy and Notice on the school website for further details.

7. Radnor House will do all that is reasonable to ensure that personal data held in relation to an individual is accurate. If an individual believes that this might not be the case, they have the right to request that inaccurate information about them is erased or corrected.

8. If the School enters into a separate arrangement for the payment of fees, we may, in order to verify your identity and so that we can assess your application for credit, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about you. Failure to supply information may result in a refusal of credit.

9. For further information, please refer to the School's Data Protection Policy and Data Protection Notice on the school website or, on request, from the school office.