Crackley Hall School, Crescent School and Princethorpe College

Terms and Conditions

These are the terms and conditions on which we provide educational services. **Please read these terms carefully before you accept our offer of a place at the School for your child**. **These** terms tell you who we are and how and on what basis the School will provide educational services. If anything in these terms is unclear or you would like to have something further explained to you, then please contact the Foundation Head of Business Services to discuss.

1. Definitions

a) In these terms and conditions:

"child" means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

"Confirmation of Acceptance" means the form provided by the School for parents to complete when accepting a place for their child at the School;

“the Complaints Procedure is the School’s procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School; a copy of the procedure is available from the School at any time upon written request;

"deposit" means the sum set out in the Schedule of Fees;

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

“half a term’s notice” means written notice received no later than the preceding half term to which it relates. By way of example, if you wish to cancel an activity charged as supplemental to the fees from after February half term, you must provide notice on or before the first day of the relevant Lent Term;

"Head" means the person appointed by the trustees of the Foundation to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

“Offer Letter” means the letter to parents offering a place for a child at the School;

“Schedule of Fees” means the published note of the School’s prevailing fees;

"School Rules" means the policies of the School which set out our expectations concerning conduct, attendance and behaviour (such as the behaviour management policy and *Pupil and Parent Information Booklet*) as may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Copies of school policies are available on request from the School;

"term" means a term of the School as notified to parents from time to time;

“a term’s notice” means written notice given not later than the first day of term preceding the term to which the notice relates;

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

"we" or the "School" means the legal entity identified in Clause 1(b) below, or its duly authorised representative, as the context requires and which owns and operates the educational institution referred to in the Acceptance Form as Crackley Hall School (excluding Little Crackers Nursery), The Crescent School or Princethorpe College (as applicable);

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

b) **Who we are.** We are The Princethorpe Foundation ("the Foundation", a charitable company registered in England and Wales. Our company registration number is 04177718 and our registered office is at Princethorpe College, Princethorpe, Rugby, Warwickshire, CV23 9PX. Our registered charity number is 1087124

c) **Our contract with you**. The Confirmation of Acceptance, the Schedule of Fees, the Offer Letter and these terms and conditions (as in each case may be varied from time to time) form the terms of a contract between you and the School and constitute the entire agreement between the parties. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

d) **What does not form part of the contract.** The prospectus, information booklets and website do not form part of the contract with the School. If you wish to place specific reliance on a matter contained in the prospectus, information booklets, website or a statement made by a member of staff during the course of a conducted tour of the School or a related meeting you should seek written confirmation of that matter **before** you sign the Confirmation of Acceptance.

2. Acceptance, Deposit and Withdrawing your Acceptance of a Place

a) **How you accept our offer of a place.** An offer of a place for your child at the School is accepted by you submitting the completed Confirmation of Acceptance and paying the deposit by the date communicated to you in the Offer Letter.

b) **The non-refundable status of the deposit**. The deposit is **non-refundable** if your child does not take up a place at the School. The limited exception to this is where the required notice is given in accordance with Clause 2(d) and we actually fill the specific vacancy created by your child's withdrawal, in which case we shall refund the deposit to you less our costs in administering your dealings with us or a reasonable estimate of those costs. You should be aware that in the event of a late withdrawal it is very unlikely that we would be able to find a replacement.

c) **How we use the deposit.** The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving (unless otherwise stated in these terms and conditions).

d) **Notice to withdraw your acceptance of a place before your child joins the School.** If you wish to withdraw your acceptance of a place after submitting the Confirmation of Acceptance and paying the deposit but **before** your child starts at the School, you must either give a term's notice or pay to the School a term's fees in lieu of notice. If you provide a term's notice the deposit will be forfeited in accordance

with Clause 2(b) above (subject to the limited exception for repayment as set out in Clause 2(b) above) but no further fees will be payable. If you do not provide a term's notice (or provide no notice at all) a term's fees (charged at the rate applicable for the term immediately preceding the term when your child was due to start) shall be payable by you and shall become due and owing to the School upon demand as a debt. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2(b)) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship, bursary or discount awarded to you.

3. School Fees, Supplemental Charges and Payment

a) **What the fees include.** All the costs incurred in the usual course of educating your child, including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.

b) **What the fees do not include: supplemental charges.** Save for the charges referred to at Clause 10d, we refer to any items charged to you in addition to the fees as **supplemental charges**. By way of example, any extra-curricular activities such as trips and visits in which you agree in advance your child may participate, shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges shall be charged as supplemental to the fees. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees, subject always to the Equality Act 2010.

c) **Who is responsible for payment**. Every person who has signed the Confirmation of Acceptance is jointly and individually liable for the whole of the fees due and any supplemental charges and must ensure that, between them, the fees and supplemental charges owing to the School are paid. This is because our contract applies to each of you together and each of you on your own. Each person who signs the Confirmation of Acceptance therefore has an individual responsibility to ensure that, individually or between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either or all of you. The only exception to this is set out in Clause 3(d) immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the School, and do not extinguish either parent's liability to ensure that all the fees and supplemental charges due under this contract are paid to the School.

d) **How one person can remove themselves from their payment responsibility.** A person who has signed the Confirmation of Acceptance may be removed from their payment responsibility by submitting a term's notice to the School provided they have obtained the prior written consent of **both** the School and any other person who has signed the Confirmation of Acceptance. Separately the School may (without obligation to so do) agree in writing with each of you to look exclusively to any other person for payment of the fees and/or supplemental charges or any part of them, but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing.

e) **How the fees are charged and payment requirements.** All fees are payable in advance so that the services which the School provides under this contract shall have

been paid for prior to the provision of those services. The fees relating to each academic year are payable by you in three equal parts and charged termly, regardless of the length of any term. Each term's fees must be paid in full to the School on or before the first day of the term to which the invoice relates. The fees will be included in an invoice sent to you (or such other person(s)) the School may have agreed separately shall pay the fees under Clause 3(d) above.

f) **Payment of supplemental charges.** All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included on the fees invoice and must be paid in full on or before the due date shown on the invoice.

g) **Implications of non-payment.** We reserve the right to refuse to allow your child to attend the School, participate in trips and visits or to withhold any references while fees and/or supplemental charges remain unpaid or there is a persistent default in relation to the fees and/or supplemental charges. We reserve the right to make an interest charge of 4 per cent a year above the Bank of England's base rate, which will accrue on a daily basis from the date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgement against you. **You must pay the School the interest together with the overdue amount**. A charge of £12 including VAT may be levied by the School in respect of each letter or email sent to you by the School in respect of late payment. You will also be liable to pay all costs, fees and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid fees. We may inform other schools or educational establishments to which you propose to send your child of any outstanding fees and/or supplemental charges. We may also, on three day's written notice to you, suspend your child where fees remain unpaid. Where your child remains suspended for 28 days for non-payment of fees, your child will be deemed withdrawn without the required notice and the appropriate sum in lieu of notice will be payable as a debt on demand. For the avoidance of doubt, the School will not provide educational services (including remotely) during any such period of suspension for non-payment of fees.

h) **Our ability to increase the fees.** The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give you at least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.

i) **Fees and supplemental charges will not be reduced due to your child's absence.** Fees and/or any supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, if a term is shortened or a vacation extended, where education is provided remotely for whatever reason. In the event that your child at Princethorpe College takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.

j) **Other circumstances where the fees and supplemental charges will not be reduced.** There will be no discount or refund of fees and/or supplemental charges if the School is forced to close, for example, as a result of bad weather or in response to government guidance. Where possible, we will endeavour to inform you in advance if the School is required to close. Where it is considered appropriate, the School will try to continue providing education to your child remotely during such period. If it is closed because of bad weather, if at all possible the School will open the site for candidates

sitting public examinations. It may or may not be possible under these circumstances to offer a transport or food service to your child and you should contact the School if you have any concerns in this regard.

k) **Information on your identity and the source of funds.** From time to time we may ask you to provide us with information so that we properly and accurately verify to our satisfaction:
   (i) your identity;
   (ii) your child's identity;
   (iii) that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or similar sanctions imposed by any competent authority;
   (iv) your child's right to enter, live and study in the United Kingdom; and
   (v) the legitimate source of funds you are using to pay the fees.

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

l) **Allocation of payments to your fees account.** Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. The School shall be entitled to allocate a payment in respect of one child to the unpaid account of any other child of yours at one of the schools in the Foundation.

Please note *that the following provision relates to those parents who have been awarded a scholarship or bursary for their child. Such awards are reviewed periodically. Scholarships are discretionary and normally only awarded for pupils at Princethorpe College.*

Scholarship and bursary awards refer to fee concessions on the main tuition fees only: all supplemental charges are charged at the prevailing rate.

4. Scholarships, Bursaries and Sibling Discounts

a) **How bursary and scholarship awards are treated.** If your child has been awarded a scholarship and/or a bursary which includes financial assistance (eg by way of a fee remission), your liability will be for the amount of fees due after taking account of that award. A scholarship and/or bursary award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress or behaviour (or the behaviour or conduct of one of you) no longer merits the continuation of the award. Where it appears likely to the Head that an award may be withdrawn from your child, you shall be notified in advance. If within fourteen (14) days of that notification your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School without the benefit of financial assistance.

b) **When bursary and scholarship awards will automatically cease, if not withdrawn sooner under the terms upon which such an award is made.** The bursary and/or scholarship shall otherwise automatically cease at the end of your child's schooling at the School. You shall keep the value of any scholarship or bursary awarded to you confidential.

c) **Additional conditions relating bursaries.** A bursary is subject to an annual review of your means. Where there is a material change in your financial circumstances the bursary award may be changed (up or down) or withdrawn by the School but any such

withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. If there is a material/substantial change in your financial circumstances between annual reviews, you must inform Director of Finance without delay. Where a bursary is awarded any sibling discount relating to a child in receipt of the bursary will be withdrawn.

d) **Additional conditions relating scholarships and other awards.** Unless otherwise agreed with the Head in writing, it is a condition of:
   (i) a music award that your child sings in The Princethorpe College choir, plays in the orchestra and is available for tours, productions, concerts and rehearsals and studies music at GCSE and in the Sixth Form;
   (ii) a performing arts award that your child actively takes part in the performing arts life of the School throughout their time at Princethorpe College;
   (iii) an art award that your child will study art at GCSE and in the Sixth Form;
   (iv) of a sport award that your child actively contributes to the sporting life of the School throughout their time at Princethorpe College and that your child's participation will stretch beyond their main sport and includes participation in fixtures (both mid-week and Saturdays), training, tours, and other developmental opportunities.

   An art and music award will normally be withdrawn on entry to the Sixth Form where your child ceases to study the subject required by this Clause 4(d). If there is a subject that relates to an award, it is expected that your child will study this subject at GCSE and A-level.

e) **How sibling awards are treated.** Where you are eligible to receive a sibling discount on fees, subject to the bursary provisions set out in Clause 4(c), the youngest sibling will be charged the full rate applicable under this contract and the discount will be applied to the fees due under this contract as follows: 5% discount for the second and third siblings, and 10% discount for the fourth and any subsequent siblings of a registered pupil attending any of the schools in the Foundation. This means that the benefit of the sibling discount will be applied to the eldest child(ren). Fees charged at the full rate will be payable by you when fewer than two siblings attend any of the schools in the Foundation, excluding children attending the nursery. If you have been awarded a discount on fees, your responsibility will be to pay for the amount of fees due under this contract after taking account of that discount.

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 an activity for which there is a supplemental charge.*

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given we refer to the relevant sum as ***"fees in lieu of notice"***.

5. Notice Requirements

a) **Notice to withdraw your child from the School.** If you wish to withdraw your child from the School (other than at the normal leaving date which is at the end of Year 13), you shall either give a term's notice to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. The School will credit the deposit you have

paid (without interest or any entitlement to repayment under Clause 2(b) above) to the payment of any such fees in lieu of notice.

b) **When the relevant amount in lieu of notice must be paid.** In cases under Clause 5(a) above, where the required notice is not given, the appropriate sum in lieu of notice will become payable by you on demand as a debt.

c) **Notice to withdraw your child from participating in an activity or service covered by a supplemental charge.** If you wish to withdraw your child from an activity or service charged for as supplemental, you shall either give half a term's notice to that effect or shall pay to the School a half term's charge for the activity or service which your child has ceased to participate, such as the bus service.

d) **Withdrawal part-way through a term does not reduce the amount you owe to the School.** The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child ceasing to participate in an activity part way through a term.

6. School Rules

a) **When the School Rules apply.** The School Rules apply at all times when your child is in or at school, representing the School or wearing School uniform, travelling to or from School, on School organised trips or associated with the School at any time.

b) **Compliance with the School Rules.** It is a condition of remaining at the School that you and your child (in each case to the extent applicable) complies with the School Rules as amended from time to time. In particular, you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, attendance, dress and behaviour as shall be issued by the School from time to time.

c) **We may undertake drugs testing of your child.** The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.

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

7. Exclusion, Required Removal and Suspension

a) **The Head's discretion to suspend or exclude your child from the School.** The Head may at their discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if they consider that your child's behaviour (including behaviour which affects the health, safety or wellbeing of a member of the School community or member of the public, has repercussions for the orderly running of the School or brings the School into disrepute and includes

behaviour outside school) is unsatisfactory and in the reasonable opinion of the interests or those of your child or other children.

b) **The Head's discretion to require you to remove your child from the School.** The Head may at their discretion require you to remove your child permanently from the School if the Head considers that:
   (i) the behaviour of you or one of you: is unreasonable; and/or affects or is likely to affect adversely your child's or other children's progress at the School, or the well-being of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract; and/or otherwise undermines the relationship of trust and confidence between you and the School; or
   (ii) your child's conduct, attendance or progress at the School is unsatisfactory and in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children; or
   (iii) your child's removal is otherwise in the School's best interests and/or those of your child or other children, for example, in light of their well-being; or
   (iv) after consultation with you (and your child, where appropriate), the School is unable to provide adequately for your child's special educational needs.

c) **What happens if your child is suspended, excluded or removed from the School.** Should the Head exercise their right under sub-clause 7(a) or 7(b) above:

   (i) you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;
   (ii) the deposit will be forfeited and retained by the School (except in cases of required removal under Clause 7(b)); and
   (iii) in respect of exclusions and required removals, fees in lieu of notice will not be payable and any fees or supplemental charges that have been paid for or relating to the term following the exclusion/required removal will be refunded.

d) **Where you can find examples of offences punishable by suspension or exclusion.** The School's behaviour management policy set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the school may be taken into account.

e) **Your right to have decisions to exclude or require the removal of your child reviewed.** The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 7. You are entitled to have any decisions taken by the School and/or Head to expel or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the final stage (Stage 3) of the Complaints Procedure.

8. The School's Obligations

a) **The period of your child's schooling.** Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her primary schooling at Crackley Hall or The Crescent School, or until the end of their secondary schooling in year 13 at Princethorpe College.

b) **Moving up the School.** The School shall not be obliged to permit your child to progress to the next stage of the School unless satisfied that it is appropriate to do so

having regard to their academic attainments and all other relevant circumstances. Where your child attends Princethorpe College, Princethorpe College may make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations. You will not be required to give a term's notice or pay fees in lieu of notice where your child does not meet the relevant criteria for progression and/or where the Head considers that progression to the next stage of the School is not appropriate and you wish to withdraw your child at the end of the academic year in which the transfer to the next stage of education is due to take place. In all other circumstances, except where the School agrees otherwise in writing with you, if **you** wish to withdraw your child prior to them progressing to the next stage of the School, Clause 5(a) applies and you will **either** need to give us a term's written notice **or pay in** lieu of notice.

c) **The scope of our duty to exercise reasonable skill and care for your child's education and welfare.** While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. We cannot accept any responsibility for the welfare of your child while off the School premises unless they are taking part in a school activity or otherwise under the supervision of a member of the School staff.

d) **Consent to participation in trips and visits, in contact sports and other sports activities**. Unless you notify the School to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and in the normal course of your child's schooling normal activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits organized in the normal course of your child's schooling.

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

(i) take action (for example, by contacting the emergency services);
(ii) try to contact you and, if we cannot contact you, try to contact any other named emergency contact or education guardian;
(iii) share relevant information that we hold about your child with any emergency services or treating medical professional; and
(iv) where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.

f) **Our right to make changes at the School.** The School prospectus, website and associated marketing materials describe the broad principles on which the School is presently run and are believed to be correct at the time of publication. However, from time to time it may be necessary to make changes to any aspects of the School, including the term dates, the School day, the School's premises and facilities, the curriculum or the manner of providing education for your child (including by providing education remotely (for example, we are required to close the School premises)), and we reserve the right to do so. Please notify the Foundation Head of Business Services if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version.

g) **We will give you notice of significant changes**. We will endeavour to give you notice of any changes at the School 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.

h) **Monitoring your child's progress at the School.** The School shall monitor your child's progress at the School and produce regular written reports. The School shall advise you if they have any concern about your child's progress but do not undertake to diagnose dyslexia, ADHD or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for your child's needs.

i) **Religious observance and relationship, sex and health education.** Religious observance, relationships, sex and health education at the School shall be conducted in accordance with the School's policies.

j) **Respecting your child's rights.** The School will do what is reasonable to respect and preserve the individual rights and freedoms of your child, taking into account the need to balance this against the needs of the School community. Those rights may include respecting your child's rights to confidentiality (unless the paramount interests of your child require disclosure) and/or rights to give or withhold consent in particular circumstances. Where your child's rights conflict with any obligation that the School may have to you, the School will be governed by its overriding obligation to act in the best interests of your child.

k) **Public examinations**. We may decline to enter your child for a public examination if in the Head's professional judgement, the Head considers your child's prospects in examinations would be impaired and/or they have not prepared with sufficient diligence.

9. The Parents' Obligations

a) **We require your co-operation.** In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.

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

(i) maintaining a courteous and 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;

(ii) encouraging your child in his or her studies, and giving appropriate support at home;

(iii) keeping the School up-to-date and informed about matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges, as well as any changes to their immigration status);

(iv) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to them) are not withheld;

(v) upholding the ethos and values of the School (which include fostering good relationships with staff) and acting fairly in relation to the School and its staff. Bullying, harassment, victimisation and discrimination will not be tolerated;

(vi) providing co-operation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and

(vii) attending meetings and keeping in touch with the School where your child's interests so require.

c) **You must notify us of your child's health/medical conditions or special educational needs.** It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, social, emotional and mental health need(s), special educational need(s), disability or allergies that your child has or subsequently develops, whether long-term or short-term, including any infections or virus. You must also provide on request by the School any reports or other materials relevant to any of the same and co-operate with the School in relation to such reports and materials. 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 14(a).

d) **Circumstances where we may require you to keep your child away from School.** If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit them to return to the School until such time as the health risk has been averted. Where it is considered appropriate, the School will try to continue providing education to your child remotely during such period.

e) **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 in relation to your child, including for their education, safety or welfare.

f) **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 notify the School if, at any time prior to or during your child's time at the School, there is a court order put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.

g) **We are entitled to expect that parents have consulted with each other regarding decisions relating to their child**. Except under Clause 9 (h) below, the School is entitled to treat any communication, instruction, authority, request or prohibition received from any person who has signed the Confirmation of Acceptance as having been given on behalf of both or all such persons.

h) **Notices of withdrawal must be given by both parents.** A notice of withdrawal under this contract must be in writing and signed by each of you as holders of parental responsibility for your child and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice.

i) **You must notify us of your child's absence from School.** The Head must be informed in writing of any reason for your child's absence from School. You must do so via the School's absence reporting procedures which can be found in the *Information*

Booklet for Parents and Pupils. Wherever possible the School's prior consent should be sought for absence from the School from the Head.

j) **Raising concerns with the School and making formal complaints**. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the Foundation's Parent Complaints Procedure.

k) **You should make an appointment to speak with a member of staff.** To facilitate the smooth running of the School and to enable staff to be sufficiently prepared, you should make an appointment to see a member of staff.

10. Digital Device Service

a) **When your child is required to participate in the Digital Device Service**. Where your child joins the School in Year 7, they are required to enrol onto the School's digital device service ('the Service'). The provision of a digital device as part of the Service is a necessary educational material. Where children join the school in older Year groups, the following applies:

- Children joining in cohorts above the 2027-28 Year 7 intake will be offered the option to opt-into Digital Device Provision, as part of the joining process.
- Children joining in cohorts at or below the 2027-28 Year 7 intake, will be automatically enrolled in Digital Device Provision.

b) **Our responsibility in relation to the Service.** As part of the Service we ensure that every Year 7 pupil has access to a laptop device which meets the needs of the school curriculum. The Service is delivered and managed by the School's IT department, who will implement and manage a system for repairs and the replacement of damaged devices for your child. Device models may vary from pupil to pupil, however, each device will have the same functionality regardless of the model and each device will:

i. be suitable for use both in and out of school;
ii. be preloaded with all software that is required for school use;
iii. have device-level safeguarding, filtering and monitoring software, ensuring that pupils are safe using the device both in school and at home;
iv. come with a warranty and insurance package that will be managed by the School's IT department.

c) **Your child will be given a minimum of two devices throughout the course of their education at the School.** Subject to any necessary device replacements, where your child is enrolled onto the Service, they will be given a minimum of two devices; one in Year 7 until the end of Year 9, and a new device in Year 10 until the end of Year 13.

d) **Payment for the Service**. Each of you is responsible for ensuring that the charges in respect of the Service ("**Digital Device Service Charge**") are paid to the School. The charges for the Services are charged on a termly basis and fall due by you on or before the first day of that term and are exclusive of VAT which will be added (where applicable). Each term's Digital Device Service Charge will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the charges). If you do not make the payment for the Service in accordance with this Clause 10(d), we may refuse to allow your child to participate in the Service or

receive the benefit of the Service while the applicable Digital Device Service Charge remains unpaid.

e) **The Digital Device Service Charge may change.** The Digital Device Service Charge will be reviewed by the School from time to time. In the event that there are any changes to the Digital Device Service Charge, we will give you a minimum of one term's notice in writing. The School does not make any profit from the implementation of the Service and any increase in the Digital Device Service Charge will be reflective of changes to fees charged by the applicable service provider of the devices.

f) **Your obligations in relation to the Service.** Once your child has been enrolled onto the Service, it is a condition of continued participation in the Service that you:
   i. pay the Digital Device Service Charge in full and on time in accordance with Clause 10(d);
   ii. ensure your child brings their charged device to school each day;
   iii. immediately on becoming aware of any technical issues or damage to the device, ensure the device is promptly returned to the School's IT department;
   iv. immediately on becoming aware of the device being lost or stolen, inform the School's IT department in writing;
   v. ensure that the device is kept in good condition (subject to fair wear and tear) and stored in a safe place when taken off School premises;
   vi. ensure that your child uses the device for educational purposes as required by the College. Any use of the device for personal use outside of school must be reasonable and within the bounds of the IT Acceptable use Policy;
   vii. ensure that your child complies with the [Conditions of Device Use] and conforms to the School's policies on [INSERT e.g. Acceptable Use and Online Safety]
   viii. ensure that your child does not install any additional hardware or software onto their device;
   ix. ensure that you, your child or anyone other than the School IT department refrains from carrying out any repairs or otherwise tampers with the hardware or software on the device;
   x. on your child leaving the School, promptly return the device to the School's IT department on or before their last day or the date as communicated to you by the School. If the device is not returned, you will be invoiced for the remaining cost of the device.

g) **What happens if you/your child does not comply with Clause 10(f).** In the event that you/your child does not comply with the obligations set out in Clause 10(f) above, the Head may acting reasonably refuse for your child to receive the benefit of the Service. The Digital Device Service Charge will remain payable in respect of the relevant term in which the benefit of the Service was removed. Alternative arrangements for your child's learning will be discussed and agreed with you.

h) **What happens if the device requires repair.** In the event that your child's device must be returned to the School's IT department for repairs, your child will be issued with a loan device until such time as the original device is repaired.

11. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

12. Data Protection, Confidentiality and References

a) **References for your child.** The School may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by the School (or received by us) shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.

b) **We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School.** This will include names, contact details, school records, photographs and audio-video recordings (including recordings of lessons), both whilst your child is at the School and after they have left for the purposes of: (i) promoting the School to prospective pupils/parents, publicizing the School's activities, including through the School's Prospectus (in whatever format or medium), website and social media channels, (ii) managing relationships between the School and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees and (iii) communicating with the School community and the body of former pupils in whatever format or medium, including through social media channels. In respect of 12(b)(i) and (iii), this includes such information in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) media channels.

c) **You are required to update us of changes to information held, or in circumstances relating to, you and/or your child.** You must (i) confirm (or update if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School and (ii) in any event, inform the School of any change to you or your child's circumstances (including where applicable, in connection with an entitlement to enter and/or reside in the United Kingdom), or to information about you or your child, that has previously been notified to the School, including relevant contact details.

d) **We will send information (eg, school reports) about your child to both of you as a matter of course.** You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 2018 (as amended or superseded)).

e) **Data Protection Law.** The School will process personal data about you and your child in accordance with data protection law, including the Data Protection Act 2018 (as amended or superseded) and other related legislation. We will process such personal data: (i) as set out in this Clause 12, and in the School's Data Protection Notices which are available on the School's website as may be amended from time to time; (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and (iii) to perform our rights and obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

13. Intellectual Property Rights

We shall recognise any intellectual property rights created, generated or owned by or vested in your child. Intellectual property, including copyright, created solely by your child in the course of their studies or in connection with the School will be owned by your child. Where your child creates a work protected by an intellectual property right in the course of their studies or in connection with the School jointly with an employee of the School, the intellectual property right shall be owned jointly by your child and the School. You hereby grant a non-exclusive licence to the School permitting the use by the School of all intellectual property rights created by your child in the course of their studies or in connection with the School, either alone, jointly with another pupil, or jointly with an employee of the School.

14. Changes in Ownership etc

For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation. The transfer will not affect your rights under this contract.

15. Termination

a) **Our rights to end the contract.** In addition to our rights to terminate elsewhere in this contract, we may terminate this contract at any time by notice in writing without prejudice to our other remedies and without any obligation to return any deposit or fees paid to you if:

(i) you (or either of you) do not comply with (ie you breach) any of your obligations under this contract such that we have a legal right to end the contract or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract. For the avoidance of doubt persistent non-payment of fees is

a material breach under this contract;

(ii) you (or either of you) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract and/or repeatedly or persistently fail to pay the fees or supplemental charges due under this contract and/or are otherwise unable to pay your debts as they fall due and/or are otherwise subject to a bankruptcy petition or order or enter into an individual voluntary arrangement;

(iii) you (or either of you) make a serious misrepresentation of facts or circumstances to us or withhold important information from us about you and/or your child, for example, your child's identity or the sources of funds that you are using to pay the fees as required by Clause 3(n).

b) **Our right to terminate on a term's notice.** We may end this contract at any time by giving you a term's written notice. The deposit will be refunded to you less any sums due to the School.

c) **Your rights to end the contract.** You may end this contract by notice in writing to the School if the School breaches its obligations under the contract; or becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

d) **When this contract will end if not terminated early.** For the avoidance of doubt, unless otherwise terminated early in accordance with these terms and conditions, this contract shall end at:

(i) The end of Year 6, if your child is accepted as a pupil at Crackley Hall School or The Crescent School; or

(ii) The end of Year 11, if your child is accepted as a pupil at Princethorpe College and your child does not meet any requirements imposed under Clause 8(b) for entry to the Sixth Form; or

(iii) End of Year 13 if your child is accepted into the Sixth Form at Princethorpe College.

A separate application will be required if you wish for your child to progress from Crackley Hall School or the Crescent School to Princethorpe College.

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

16. Transport

a) **When we may charge for School transport.** Where you have elected for the School to organise travel to and from the School by bus or coach for your child (provided they are aged 8 and above), either on a regular or occasional basis, these will be charged as supplemental charges and are payable in accordance with Clause 3(f).

b) **How you may cancel or change School transport.** If you wish to withdraw your child from the School transport service or change the service used, you shall either give a full half term's notice to that effect or shall pay to the School a half term's charges in lieu of notice.

c) **We may make changes to School transport and associated costs.** All transport services are subject to periodic review and we may cancel, alter or introduce additional routes as may be necessary in the circumstances or according to variation

in demand. We will give you half a term's notice of such changes. Charges are also subject to periodic review.

d) **Responsibility for your child's travel pass**. It is your responsibility to ensure your child carries a valid digital pass or a swipe card in order to use the school transport service. We may impose a penalty fare, charged as a supplemental to the fees and payable in accordance with Clause 3(g), if your child does not present, or regularly fails to present, a valid digital pass or swipe card.

e) **School Rules apply when your child uses School transport.** For the avoidance of doubt, the School Rules cover pupil behaviour whilst travelling on School transport.

17. Force Majeure

a) **What we mean by an "event outside of our/your control".** In this Clause 17 "force majeure" shall mean any circumstance beyond your or our reasonable control (including, without limitation, strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, collapse of buildings, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination). In this Clause 17 we shall refer to these as an "event"

b) **What happens if we are affected by an event outside of our control.** If an event beyond our control prevents, hinders or delays the performance of any of our obligations under this contract, we shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided we have acted reasonably and prudently to prevent and minimise the effect of the force majeure, we will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable, we shall use all reasonable endeavours during the continuance of the event to provide educational services (including remotely).

c) **Events lasting more than six months.** If we are wholly and completely prevented from performance of all of our obligations for a continuous period greater than six months (and we are unable to provide educational services remotely), we shall notify you of the steps we shall take to ensure performance of the contract and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

d) **What happens if your child is affected by an event outside of your control.** Subject to Clause 3(i), if your child is wholly and completely unable to attend the School (including accessing education remotely) due to reasons caused by an event, you shall give the School notice in writing of the nature and extent of such circumstances and the following provisions shall apply:
   (i) In consultation and co-operation with the School, you shall 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;
   (ii) Where following such efforts made and steps taken under Clause 17(d)(i) above, your child is not able to participate and benefit from **any** level of provision of education (whether at School or remotely), then you shall be excused from failing to perform your obligations during the continuance of the event; and;

(iii) If the event continues to prevent your child wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at school or remotely) for more than six months, you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School shall be entitled to cancel the contract on written notice without you requiring to give a term's notice or to pay a term's fees in lieu of notice.

18. Communications

a) **Notices must be in writing.** All notices required to be given under these terms and conditions must be given in writing.

b) **How to provide written notice to the School.** Communications (including notices) addressed to the Head at the School's address and should be hand delivered, sent by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or sent by email to:

For Crackley Hall School headmaster@crackleyhall.co.uk
For Crescent School: head@crescentschool.co.uk
For Princethorpe College: admissions@princethorpe.co.uk

Proof of delivery will be required unless the Head has acknowledged receipt of notice in writing. The School expects you to consult with the Head before withdrawing your child or discontinuing extra-curricular activities.

c) **Notifying the School of changes to your contact details.** You must notify the School of any change of address(es) or other contact details of any person who has signed the Confirmation of Acceptance. Communications (including notices) will be sent by the School to the address shown in its records.

19. Interpretation

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

20. Jurisdiction and Governing Law

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including disputes or claims relating to non-contractual obligations) shall be governed by and construed in accordance with the law of England and Wales. You and the School irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim which arises out of or in connection with this contract or its subject matter or formation (including disputes or claims relating to non-contractual obligations).

21. Variations

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

22. Entire Agreement

This contract constitutes the entire agreement between you and the School. You and the School acknowledge that in entering into this contract, neither party has relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract and each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

Stone King
14 March 2023
Minor amendment 3 July 2024
Minor amendment 27 June 2025
Minor amendment 29 June 2026
Minor amendment 10 November 2026