

# Terms and Conditions

**What these terms cover.** These are the terms and conditions on which we, Sherborne Prep (the School) provide the Services (as defined below).

**Why you should read them.** Please read these terms and conditions carefully before you accept our offer of a place at the School for your child. These terms and conditions tell you who we are and how and on what basis the School will provide the Services. In these terms you will see some parts written in bold or highlighted to stand out. This is in an effort to draw certain provisions to your specific attention because they are important to the good management and operation of the School and our provision of educational services.

If you think there is a mistake in these terms and conditions, or if anything is unclear or you would like to have something further explained to you, then please contact the Admissions Registrar to discuss.

## 1. DEFINITIONS

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

“**Acceptance Form**” means the form provided by the School for parents to complete when accepting a place for their child at the School;

“**Board and Lodging**” means, for boarders, the School’s provision of accommodation for your child and any meals served as part of our boarding provision *excluding* any meals which are charged for separately as an Extra;

“**child**” means a child of whatever age admitted by the School, and *includes* any pupil aged 18 or over;

“**Complaints Procedure**” means the School’s procedure for handling complaints from parents, as amended from time to time. It is not intended to form part of the contract between you and the School. A copy of the most up-to-date Complaints Procedure is on the School’s [website](#) and is otherwise available from the School at any time upon request;

“**contract**” has the meaning given in [Clause 1.3](#) below;

“**Deposit**” means the amount set out and referred to as the Deposit in the Acceptance Form and that is separately set out in the Schedule of Fees;

“**Education Services**” means the School’s provision of classes and lessons to your child;

“**Extras Charges**” (**Extras**) means the charges for each Service excluding Education Services and Board and Lodging, as set out in the Schedule of Fees;

“**Fees**” means the School Fees *plus* any and all Extras, being the total amount payable by you to the School for the Services each term;

“**fees in lieu of notice**” means a term’s School Fees *plus* any non-optional Extras, calculated in accordance with (as applicable) Clause 3.3 or Clause 5.1. Where applicable, fees in lieu of notice will be reduced to take account of any scholarship or bursary awarded to you;

“**FIA Terms and Conditions**” means the supplemental terms and conditions relating to the School’s Fees in Advance scheme;

“**Head**” means the person appointed by the Governors of the School to be responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated;

“**Responsible adult**” means a parent, guardian or other adult specifically authorised by law or authorised by a parent to have responsibility for the child;

“**Schedule of Fees**” means the list setting out the price for each of the Services, a copy of which is available on the School’s website and from the School at any time upon request;

“**School Code of Conduct**” means the Values, Expectations and Standards and body of rules and policies of the School which set out our expectations concerning the conduct and behaviour of our pupils, and is termed the Pupil Code of Conduct. These rules may be amended from time to time, or in order to assist the proper administration of the School. A copy of the Pupil Code of Conduct is made available (together with all the supporting policies) on the School’s website and/or Parent Portal;

“**Services**” means all the services to be provided by the School on the terms and subject to the conditions of this contract, *including* Education Services and Board and Lodging (which are covered by the School Fees) and any other services (which are covered by an Extra);

“**School Fees**” means the termly fees for the provision of Education Services and for Board and Lodging, as set out in the Schedule of Fees;

“**term**” means a term of the School (as published on the School’s website and) as notified to parents from time to time;

“a term’s notice” means **written** notice given not later than the first day of the term *before* the term to which the notice relates. For example, a term’s notice is required to withdraw your child from the School. So, if you wish to withdraw your child with effect from the start of the Trinity (summer) term, you need to tell us in writing about the withdrawal by the first day of the preceding Lent term;

“terms and conditions” means these terms and conditions as may be amended from time to time;

“we” or the “School” means the legal entity carrying on as the School as identified in Clause 1.2 below; and

“you” or the “parents” means each person who has signed the Acceptance Form as a holder of parental responsibility for the child.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words “for example”, “includes” or “including”. When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

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

1.2 Who we are. Sherborne Prep is part of the Sherborne Schools Group (SSG), a charitable company limited by guarantee and registered in England and Wales. Our company registration number is 04002575, [our charity registration number is 1081228] and our registered office is at Abbey Road, Sherborne, Dorset, DT9 3LF. Our VAT registration number will be confirmed and made available on the School’s website.

1.3 Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, [the **FIA Terms and Conditions**] and these **terms and conditions** (as in each case may be amended from time to time) form the terms of the **contract** between you and the School. It is not intended that the terms of this contract will be enforceable by your child or by any other third party.

## 2. ACCEPTANCE AND DEPOSIT

2.1 How you accept our offer of a place. An offer of a place for your child at the School is accepted by you submitting the completed Acceptance Form and paying the Deposit (Year of Entry depending).

2.2 Status and use of the Deposit. The Deposit will be held as part of the general funds of the School until your child leaves. It will then be credited, without interest, towards the final payment of Fees or other sums due to the School on leaving, unless otherwise stated in these terms and conditions.

2.3 Circumstances affecting return or application of the Deposit. You authorise the School to retain, deduct from, or otherwise apply the Deposit if:

- 2.3.1 you fail to pay any final invoice or other sums due to the School;
- 2.3.2 you owe Fees in lieu of notice under Clauses 3.1 or 5.1; or
- 2.3.3 your child does not take up the place at the School.

The limited exception to this is where you have applied for bursarial assistance and the level of support deemed by the School to be required cannot be provided. In this case, the School will refund the Deposit to you less any reasonable costs incurred in administering your application, including all entrance and bursarial assessment costs.

2.4 Cancellation within a Term of Entry. *If an offer of a place is made within a Term of Entry, you may cancel and terminate this contract by giving written notice to the School at any time before Entry. In this event, you shall remain liable to pay one Term’s Fees at the rate applicable for the Term of Entry, less the Deposit, which will be applied against that amount.*

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *It deals with what you need to do if you wish to withdraw your acceptance of a place before your child joins the School and what happens if you withdraw at that stage. The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about schooling for their children as it means we are less likely to fill the place. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.*

## 3. WITHDRAWING YOUR ACCEPTANCE OF A PLACE BEFORE YOUR CHILD JOINS THE SCHOOL

3.1 The period of notice we require. **If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must either give us a term’s notice to that effect or pay to the School fees in lieu of notice.** For example, to withdraw your acceptance of a place starting in the Michaelmas term (September) you would either need to tell us on or before the first day of the preceding Trinity (summer) term or pay fees in lieu of notice. The only exception to this is if we make an offer of a place in the term immediately before your child is due to join the School, in which case you must either give us notice within 14 days of the date you accept our offer (in accordance with Clause 2.1) or pay fees in lieu of notice.

3.2 If we receive that period of notice. If you provide notice in accordance with Clause 3.1, no fees in lieu of notice will be

payable. The Deposit will be applied in accordance with Clauses 2.2–2.3.

- 3.3 ***If we do not receive that period of notice. If you do not provide us with notice in accordance with Clause 3.1 (or if no notice is provided at all) fees in lieu of notice will be payable by you and will become due and owing to the School upon demand as a debt.*** The fees in lieu of notice will be charged at the rate applicable for the term when your child was due to start. The School will apply the Deposit you have paid (without interest or any entitlement to repayment under [Clause 2.2](#) above) as payment of the fees in lieu of notice you will owe us.

#### 4. SCHOOL FEES, EXTRAS, AND PAYMENT

- 4.1 ***School Fees.*** Unless set out in the Schedule of Fees or notified to you at any time, the School Fees cover the provision of Education Services and, if applicable, Board and Lodging.
- 4.2 ***Extras.*** We refer to any items charged to you that are extra to the fees (that is, items that are payable by you to the School in addition to the fees), as Extras. By way of example, any co-curricular activities (such as private music lessons) in which you agree in advance your child may participate will be extra to items met by the fees and charged for accordingly. Charges for sundry items which do not exceed £50 (such as the cost of a theatre ticket) may be charged for as Extras without your prior consent. In addition, all public examination charges will be charged on top of and in addition to the fees. The Extras are payable in respect of each Service excluding Education Services and Board and Lodging. Some Extras are optional, and others are not optional. Please see the Schedule of Fees for further information. Any and all Services which are optional are supplied independently from each of the other Services.
- 4.3 ***Educational Visits:*** A variety of educational visits will be provided for your child while a pupil here. The cost of some educational visits will be charged as an Extra and added to the bill. Additional terms and conditions will apply to (and parents' prior consent will be sought for) any visit i) costing more than £30, ii) abroad, or iii) those in the United Kingdom involving an overnight stay. The cost of the trip will be payable in advance. The child is subject to School discipline in all respects whilst on a school trip. The School may recover from you all additional costs incurred by it (such as medical costs, taxis, air fares, or professional advice) as necessary to protect your child's safety and welfare, or to respond to breaches of discipline, while on an educational visit.
- 4.4 ***VAT and applicable taxes.***
- 4.4.1 Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are exclusive of VAT and any other taxes, which will be added (where applicable).
- 4.4.2 You may be required to reimburse the School for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT.
- 4.4.3 If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

**PLEASE READ THIS NEXT SECTION CAREFULLY – it deals with your responsibility to pay the School Fees and Extras.**

- 4.5 ***Who is responsible for payment.*** Each of you is responsible for ensuring that all of the Fees and Extras are paid to the School. This is because our contract applies to both of you together and each of you on your own. In practice this means that if any of the Fees have not been paid then the School can, in its discretion, choose to seek payment of the amount outstanding from either or both of you. The only exceptions to this are set out in [Clause 4.6](#) 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 of your responsibility for the Fees due under this contract.
- 4.6 ***How one parent can remove themselves from their payment responsibility and circumstances where the School may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract.*** A parent may be removed from their payment responsibility under this contract but that parent **must** have obtained the prior written consent of **both** the School **and** the other parent who has signed the Acceptance Form before submitting such notice. Separately, the School may agree in writing with each parent to accept payment from a third party (for example, a grandparent or employer), but this will not discharge the parent's payment responsibility under this contract, unless it is agreed with the School otherwise in writing.
- 4.7 ***How bursary and scholarship awards are treated.*** A bursary/scholarship or other award may be withdrawn in accordance with the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you, including in relation

to an application for the award)) no longer merit the continuation of the award.

4.7.1 If your child has been awarded a scholarship/bursary which includes financial assistance (e.g., by way of fee remission), your responsibility will be to pay the amount of Fees due after taking account of that award. Where it appears likely to the Head that an award which includes financial assistance may be withdrawn, you will be notified in advance and, if within fourteen (14) days of that notification you give notice to withdraw your child from the School, no fees in lieu of notice will be payable by you.

4.8 How the School Fees are charged and payment requirements. The School Fees are charged on a termly basis, regardless of the length of any term and regardless of your child's year group. **Each term's School Fees fall due for payment by you on or before the first day of that term.** Each term's School Fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the Fees under Clause 4.6 above). **We may not allow your child to attend the School if you do not pay the School Fees on time.**

The School may agree that the School Fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the School and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid.

4.9 Payment of Extras. All Extras for each term (and for other unpaid Extras that were agreed during the previous term) will be invoiced separately before the start of the next term or included in the School's invoice for the School Fees. All such Extras must be paid in full on or before the first day of the next term.

**PLEASE READ THIS NEXT SECTION CAREFULLY – it sets out what rights we have, and what action we may take, if the Fees are not paid in accordance with these terms and conditions.**

4.10 Consequences of non-payment or late payment. If you do not make any payment to the School by the due date for payment, we may:

4.10.1 refuse to allow your child to attend the School, withhold any references, and/or withdraw sponsorship of your child's Child Student or Student Visa (if applicable) while the School Fees remain unpaid or if there is a repeated or persistent failure by you to pay the School Fees on time. This applies in addition to our right to terminate this contract under Clause 14;

4.10.2 refuse to allow your child to participate in or receive the relevant Service while the applicable Extra remains unpaid;

4.10.3 charge interest on the overdue amount at the rate of two (2) per cent per month. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you;

4.10.4 charge you the costs, fees, disbursement and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the School's claim;

4.10.5 accept any payment made that is less than the full amount due on account only. The unpaid balance shall remain payable and may incur interest or other charges as set out in this Clause 4.10;

4.10.6 inform any other school or educational establishment to which you propose to send your child of any non-payment or late- payment of Fees.

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

4.11 Our ability to increase the School Fees. We will review the School Fees (usually annually) and may increase them. Notice of an increase in the School Fees will aim to be sent to you before the end of the penultimate term before the increase is to take effect. For example, if the School Fees are to increase at the start of the Michaelmas term (September), we will aim to notify you before the end of the preceding Lent term. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is due to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 3.1 or Clause 5.1.

4.12 Our ability to increase the Extras. We will review the Extras Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Extras Charges prior to the end of the penultimate term before the increase is to take effect. If you wish to withdraw your child from the Extras before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal of the Extras under Clause 5.5 below.

4.13 Fees and Extras Charges will not be reduced due to your child's absence or the School's closure. Fees will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from

home because we are providing Education Services remotely for whatever reason.

4.14 Information on your identity and the source of funds. From time to time we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:

- 4.14.1 your identity and/or place of residence;
- 4.14.2 your child's identity;
- 4.14.3 that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
- 4.14.4 your child's right to enter, live and study in the United Kingdom;
- 4.14.5 the legitimate source of funds you are using to pay the Fees; and
- 4.14.6 information provided to us as part of, or in connection with, an application for (or our grant of) a bursary/scholarship award.

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

4.15 Allocation of payments to your Fees account. The School is entitled to allocate payments from you to your account as it sees fit. For example, the School is entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the Sherborne Schools Group.

4.16 How School Fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School. Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (i.e., where you have prepaid all or part of the School Fees due under this contract) you will still need to meet the difference (if any) between the amount per term prepaid under the FIA Terms and Conditions and the total Fees and other amounts due in respect of your child each term under this contract. The School will provide a termly statement of account in respect of the School Fees, Extra Charges and other amounts due, and the difference will be payable in accordance with the terms of this contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it sets out what period of notice we require from you if you wish to withdraw your child from the School, change the nature of your child's place at the School (e.g. from Day to Boarding status), or remove your child from participating in or receiving a Service for which there is an Extras Charge.

## 5. NOTICE REQUIREMENTS

5.1 Notice to withdraw your child from the School. If you wish to withdraw your child from the School, you must **either give us a clear term's notice or pay to the School fees in lieu of notice.** Those fees in lieu of notice will be charged at the rate for the term that would have been the final term of your child's education, had you given a term's notice (and not the rate for the term when you gave notice). For example, if you wish to withdraw your child with effect from the start of the Michaelmas term (i.e., at the start of the academic year) then you would **either** need to tell us in writing on or before the first day of the preceding Trinity (summer) term **or** pay fees in lieu of notice (at the rate applicable for the Michaelmas term). The School will apply the Deposit you have paid (without interest or any entitlement to repayment under Clause 2.2 above) as payment of any such fees in lieu of notice.

5.2 Notice to change your child's place at the School. If you wish to change your child's place at the School from a boarding to a day place (or from a day to a boarding place) you must **either** give a term's notice **or** pay to the School the difference between the School Fees for a boarding place and the School Fees for a day place as fees in lieu of notice, and at such rate as would have been charged for the final term of boarding if a term's notice had been given (and not the rate for the term when you gave notice).

5.3 The Head's discretion to remove your child from boarding. The Head may in their discretion require you to remove your child from boarding and move them to a day place if they consider that:

- 5.3.1 this is in the best interests of your child and/or other pupils and/or the School; and/or
- 5.3.2 the School is unable to meet your child's needs within the boarding setting (including cases where the School cannot reasonably accommodate adjustments or provide the nature or level of support required by your child within the boarding setting); and/or

- 5.3.3 your child's conduct or behaviour (including conduct or behaviour outside School) is unsatisfactory such that moving your child from a boarding to a day place is considered appropriate.

You will be charged the School Fees for your child's day place at the School with effect from the day your child is removed from boarding.

- 5.4 When the relevant amount of fees in lieu of notice must be paid. In cases under Clause 5.1 or Clause 5.2 above, the appropriate amount of fees in lieu of notice will become payable by you to us on the first day of the term which would have been the final term of provision if a term's notice had been given.

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

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

## 6. CODE OF CONDUCT (SCHOOL RULES)

- 6.1 Compliance with the Pupil Code of Conduct (School Rules). It is a condition of remaining at the School that you and your child comply with the Code of Conduct. In addition, you must ensure that your child attends School punctually, and that they conform to any rules of appearance, dress and behaviour we may issue.

- 6.2 We may undertake an alcohol/banned substance search of your child. If deemed necessary, the School may undertake a search for alcohol or banned substances.. This will be completed in line with the Search Protocol Policy.

- 6.3 Monitoring your child's telephone, email and messaging communications, internet, social media and Wi-Fi use. Children are not permitted mobile telephones in School. Boarders may have mobile telephones which are kept securely by boarding staff. **The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet, social media and Wi-Fi use.** The School may do this for various reasons, including ensuring compliance with the Pupil Code of Conduct or where it is appropriate or necessary for the School to do so in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## 7. SUSPENSION, EXCLUSION AND REQUIRED REMOVAL

- 7.1 The Head's discretion to suspend (temporary exclusion) or exclude (permanent exclusion) your child from the School. The Head may in their discretion suspend or, in serious or persistent cases, exclude your child from the School if they consider that your child's conduct or behaviour (including behaviour or conduct outside School or online) is unsatisfactory and/or the suspension or exclusion is in the School's best interests and/or those of your child or other pupils.

- 7.2 Where you can find examples of offences punishable by suspension or exclusion. The Behaviour Management and Discipline (including Sanctions and Rewards) Policy sets out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive, and the Head may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.

- 7.3 The Head's discretion to require you to remove your child from the School! Instead of exclusion or suspension, the Head may in their discretion require you to remove your child from the School if they consider that:

- 7.3.1 **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or represents a serious or persistent breach of any code of conduct in place with regards to parents; and/or causes a breakdown of trust and confidence; and/or adversely affects (or is likely to adversely affect) your child's and/or other pupils progress at the School, and/or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute (among the School community or the general public); and/or is not in accordance with your obligations under this contract.; and/or

- 7.3.2 your child's attendance and/or progress at the School is unsatisfactory and/or in the reasonable opinion of the Head, their removal is in the School's best interests and/or those of your child and/or other pupils; and/or

- 7.3.3 separate to the Head's discretion to suspend or exclude your child under Clause 7.1, your child's conduct or behaviour (including conduct or behaviour outside School), is unsatisfactory and/or the required

removal is in the School's best interests and/or those of your child and/or of other pupils; and/or

- 7.3.4 the School is unable to meet your child's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.
- 7.4 What happens if your child is suspended, excluded or removed from the School. Should the Head exercise their right under either Clause 7.1 or Clause 7.3 above:
- 7.4.1 you will not be entitled to any refund or remission of Fees due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;
- 7.4.2 in respect of exclusions and required removals under Clause 7.3.1, the deposit will be forfeited and retained by the School;
- 7.4.3 in respect of exclusions and required removals, fees in lieu of notice will not be payable and any Fees that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded; and
- 7.4.4 if your child is suspended, excluded or removed from the School and you are not in the United Kingdom or are otherwise unavailable, you must arrange appropriate alternative supervision for your child. If we are unable to reach you, we will contact the guardian appointed under Clause 9.7 below who will be required to act on your behalf.
- 7.5 Impact of exclusion or required removal on this contract. Provided you have paid the School's final invoice, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School and the School will stop providing the Services.
- 7.6 Your right to have decisions to exclude or require the removal of your child reviewed. You are entitled to have any decisions taken by the School and/or Head to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the Complaints Procedure.

## 8. THE SCHOOL'S OBLIGATIONS

- 8.1 The period of your child's schooling. Subject to these terms and conditions, the School will provide the Services (except any optional Services that you have chosen not to receive) and accept your child as a pupil from the time of joining the School until the end of Year 8.
- 8.2 Moving up the School. It is assumed that if the Pupil satisfies the relevant criteria at the time they will progress through the School and will ultimately complete Year 8. The Parents will be consulted before the end of the Spring Term if there appears to be any reason why the Pupil may be refused a place in the next year of the School. If you wish to withdraw your child before the end of Year 8, you must provide notice in accordance with Clause 5 above.
- 8.3 The scope of our duty to exercise reasonable skill and care. We will exercise reasonable skill and care in the provision of the Services. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for your child while off the School premises unless they are taking part in a School activity or otherwise under the direct supervision of a member of School staff.** The School shall adhere to and comply with the National Minimum Standards for Boarding Schools (applicable from time to time) published under the Children Act 1989 (as amended or superseded).
- 8.4 Consent to participation in trips and visits, in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling, unless you notify us to the contrary.
- 8.5 What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will:
- 8.5.1 take action (for example, by contacting the emergency services);
- 8.5.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';
- 8.5.3 share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and

- 8.5.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- 8.6 We will give you notice of significant changes. Our website and prospectus describe the broad principles on which the School is presently run. From time to time it may be necessary to make changes to any aspects of the School, including to the curriculum or to the manner of providing education for your child. Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. If you wish to withdraw your child from the School before the proposed change is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under [Clause 3.1](#) or [Clause 5.1](#) above.
- 8.7 Your child's progress and needs at the School. We will monitor your child's progress at the School and produce regular written and or verbal reports. **We will advise you if we have any serious concerns about your child's progress but we do not undertake to diagnose dyslexia, ADHD, or other conditions.** A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments. Please note that any additional support required in connection with your child's special educational needs may carry an Extras Charge.
- 8.8 Religious observance and relationships and sex education (RSE) and health education. The School has a Christian ethos. Religious observance will follow the Anglican tradition but students from other faiths are welcomed. Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with statutory guidance and the School's policies.
- 8.9 Consent to transport arrangements. Unless you notify us to the contrary, you consent to your child travelling by any form of public transport escorted by a responsible adult and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 8.10 Examinations. The School may, after consultation with you and/or your child, decline to enter your child for a public examination if, in the exercise of professional judgement, the Head considers that by doing so your child's prospects in other examinations would be impaired and/or if your child has not prepared for the examination with sufficient diligence, for example, because your child has not worked or revised in accordance with advice or instruction from School staff.

## 9. THE PARENTS' OBLIGATIONS

- 9.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith 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.
- 9.2 Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:
- 9.2.1 maintaining a constructive relationship with School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);
- 9.2.2 encouraging your child in their studies, giving appropriate support at home, and ensuring your child attends school;
- 9.2.3 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 extras for your child);
- 9.2.4 ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information, or changes to any of them, are not withheld and are shared in a timely and transparent manner;

- 9.2.5 engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the School's provision of the Services; and
- 9.2.6 attending meetings and keeping in touch with the School where your child's interests so require.
- 9.2.7 supporting the decisions of the School when appropriate sanctions are applied following a breach of the Behaviour Management and Discipline (including Sanctions and Rewards) Policy;
- 9.2.8 supporting concerts, matches and sporting events. Parents are welcomed at these events but are expected to conduct themselves with decorum at all times and refrain from any unsportsmanlike conduct particularly on the side-lines; and
- 9.2.9 ensuring attendance at the beginning and end of term. It is mandatory for all pupils to attend the first and last day of each term (and half term). This is particularly important on Commemoration Day in the Trinity term. It is unlikely that request for early leave will be granted unless the reason is compelling.
- 9.3 **You must notify us of your child's health/medical conditions or special educational needs. It is a condition of your child joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child.** All boarders must be registered with the surgery of the School Medical Office (Yetminster Health Centre). You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has or which subsequently changes or develops after joining the School, whether underlying, long-term, or short-term, including any infections or injuries. You must also provide us, whether upon further request by the School or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the School in relation to the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14.1.2 below.**
- 9.3.1 **Medical Examination:** All new boarding pupils will have a routine medical appointment (including a measurement of height and weight) with a member of the School Nursing Team, usually during the first term at the School.
- 9.3.2 **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 that necessary as a matter of professional judgement in the interests of the child and/or the School;
- 9.3.3 **Medical Information:** Throughout a child's time as a member of the School, the School Medical Officer shall have the right to disclose information about the child's health and medical condition if considered to be in the child's own interests or necessary for the protection of other members of the School community, or where otherwise necessary and lawful. Such information will be given and received on a confidential, 'need-to-know' basis; and
- 9.3.4 **Health Form:** In order to ensure that School medical staff are aware of any changes to medical or emotional condition, examinations with a medical professional or medication prescribed over the holiday, you must inform the School Nursing Team via email not sooner than 48 hours prior to the pupil returning to School.
- 9.4 **Circumstances where we may require you to keep your child away from School.** The School reserves the right to require your child to remain away from School in the following circumstances:
- 9.4.1 due to a health or safety risk (including a virus, pandemic, epidemic or any other health or safety risk, including circumstances where the School reasonably concludes that your child does or may pose a risk of harm to themselves or others). Where it is considered appropriate in such circumstances we will try to continue providing education to your child remotely during such period (including for example, by sending you/your child work assignments electronically or by post). For the avoidance of doubt, the School is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate; and/or
- 9.4.2 where a potential ground for required removal or exclusion is being investigated by the School and this relates to the conduct of your child or engages their (or another pupil's) safety or well-being. In such circumstances, the requirement to keep your child away from School would be a neutral act during the investigation procedure. (Alternatively, your child may be placed under a special regime if they remain on School premises); and/or
- 9.4.3 in accordance with Clause 4.10.1.
- 9.5 **You must notify us of any special arrangements needed for your child.** You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare, and provide on reasonable request from the School such further information as may be reasonably required by the School to

understand the basis for and scope of such arrangements.

9.6 You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in relation to your child's attendance at the School (including its premises) and/or the School's provision of education to them. In any such circumstances you must 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.

9.7 We require you to nominate a 'responsible adult' for us to contact in your absence. In the event that you believe that you will be uncontactable for a period of time you **must** inform the School in writing prior and provide the details (including name and contact information) for a 'responsible adult' for the period of your absence. This 'responsible adult' can be contacted if the School is not able to contact you and can look after your child in your absence.

9.7.1 If your child's visa is sponsored by the School as a *Child Student Visa* or *Student Visa*, the appointment of a guardian is a requirement of their visa. This guardian would be considered the 'responsible adult' in your absence.

9.7.2 If your primary residence is outside of the United Kingdom, you must appoint a guardian who resides within the United Kingdom. This guardian would be considered the 'responsible adult' in your absence.

9.8 Receiving information from you and sharing information with you. The School is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below or otherwise according to the circumstances, you (and each of you) accept that the School is entitled to treat:

9.8.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

9.8.2 any communication from the School to one of you as having been given to both of you.

**Please note that any person who has parental responsibility for your child is entitled to receive certain core information from the School about your child's progress and attainment.** The School will therefore disclose such information as a matter of routine to each such person unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).

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

9.9 We are entitled to require that notices of withdrawal must be signed by both parents. **A notice of withdrawal of your child served under this contract (i.e., under any of Clauses 3.1, 4.7, 4.11, 5.1 or 5.2) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School is entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).**

9.10 You must notify us of your child's absence from School! The School must be informed as soon as possible in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

9.11 Raising concerns with the School and making formal complaints. If you have cause for concern about your child's safety, care, discipline, education or progress you must inform the School as soon as possible by contacting your child's Form Teacher, Deputy Head or Head. If, however, the complaint is against the Head, parents should make their complaint directly to the Executive Chair of Governors, c/o the Clerk to the Governors. Complaints should be made in accordance with the Complaints Procedure.

## 10. INSURANCE

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child and their property while at School or for the payment of Fees due to absence of your child or closure of the School premises. Your child is included in obligatory personal accident insurance the charge for which is included in the Fees.

## 11. HOW WE MAY USE PERSONAL INFORMATION; REFERENCES; AND DATA PROTECTION

11.1 References for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your

child is accurate and any opinion given about them is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

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

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

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

11.3 *Data Protection Law.* The School will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018 (each as amended or superseded) and other related legislation. We will process such personal data:

11.3.1 as set out in this [Clause 11](#), and in the School's '*General Privacy Notice*' which is available on the Sherborne Schools Group [website](#), as may be amended from time to time;

11.3.2 to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement;

11.3.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes;

11.3.4 to communicate with local authorities regarding safeguarding matters; and

11.3.5 to comply with our responsibilities as a licensed *Child or Student Sponsor* for immigration purposes. For example, by providing information relating to your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether your child is a sponsored child or not). Such information may include details about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is permanently excluded, required to be removed, or this contract is terminated). Occasionally, information regarding your immigration status in the UK may also be required.

11.4 We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and audio-visual recordings, both whilst your child is at the School and after they have left, for the purposes of:

11.4.1 managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;

11.4.2 promoting the School to prospective pupils/parents;

11.4.3 publicising the School's activities; and

11.4.4 communicating with the School community and the body of former pupils.

In respect of 11.4.2, 11.4.3, and 11.4.4., this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and, where appropriate, the School's social media channels.

## 12. INTELLECTUAL PROPERTY RIGHTS

*Recognising these rights.* We will recognise any intellectual property rights created, generated or owned by or vested in your child.

## 13. CHANGES IN OWNERSHIP, ETC

*The circumstances in which we may transfer this contract to someone else.* We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

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

#### 14. ENDING THIS CONTRACT

- 14.1 *Our rights to end the contract.* In addition to where this contract is terminated automatically as a result of a permanent exclusion or required removal under Clause 7, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or Fees to you, if:
- 14.1.1 you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
  - 14.1.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of the Services by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that your child is legally entitled to enter and study in the United Kingdom when in fact they are not or any information about your child's health, medical conditions, special educational needs, disability or allergies);
  - 14.1.3 you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to register a child who is a boarder with the surgery of the School.
  - 14.1.4 you fail or refuse to provide us at any time with information we require under Clause 4.14; or we are not satisfied with the information you have provided (if any). Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided;
  - 14.1.5 your child no longer holds an immigration status which confers a right to study in the UK;
  - 14.1.6 you (or either of you):
    - (a) are unable, following our request, to demonstrate that you will be able to pay the Fees and Extras due under this contract;
    - (b) repeatedly or persistently fail to pay the Fees when they fall due for payment;
    - (c) are otherwise unable to pay your debts as they fall due; or
    - (d) are the subject of a bankruptcy petition or order, or enter into an individual voluntary arrangement; or
  - 14.1.7 you otherwise do not comply with (i.e., you breach) your obligations under this contract (including under Clause 9) such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the Services it needs to in satisfaction of its obligations under this contract.
- 14.2 *Your rights to end the contract.* In addition to where you withdraw your child, you may end this contract at any time by notice in writing to the School if:
- 14.2.1 you have a legal right to end the contract because of something we have done wrong; or
  - 14.2.2 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- 14.3 *When this contract will end if not terminated early.* For the avoidance of doubt and without you or us having to provide notice, this contract will terminate at the end of your child's schooling, or on the settlement of the School's final invoice, whichever is the latter.
- 14.4 *Ending the contract will not affect any accrued rights.* Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding Fees. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

## 15. EVENTS OUTSIDE OF OUR, OR YOUR, CONTROL

15.1 What we mean by an "event outside of our/your control". In this Clause 15 "event" means any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination.

15.2 What happens if we are affected by an event outside of our control. If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School will give you notice in writing. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event (including by providing alternative Education Services remotely, if appropriate), the School will not be responsible for performing those obligations which are prevented or delayed by, and during the continuance of the event.

15.3 Events lasting more than 6 months. If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and it is unable to provide Education Services remotely) for a continuous period of more than six (6) months, the School will notify you of the steps it plans to take to ensure performance of the contract after such period and you will then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

15.4 What happens if your child is affected by an event outside of your control. Subject to Clause 4.13 (which means that you are not entitled to a refund or reduction in Fees in cases of illness or absence), if your child is wholly and completely unable to receive any of the Education Services (including appropriate alternative Education Services remotely) due to reasons caused by an event you must give the School notice in writing and the following provisions shall apply:

15.4.1 in consultation and cooperation with the School you must do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

15.4.2 in circumstances where, following the efforts made and steps taken under Clause 15.4.1 above, your child is not able to participate and benefit from any level of provision of Education Services by the School (whether at School or remotely) then you will not be responsible for failing to perform your obligations (including the obligation to pay Fees, pro-rated accordingly) during the continuance of the event; and

15.4.3 if the event continues to prevent your child wholly and completely from attending the School or being able to receive any of the Education Services (whether at the School or remotely) for more than six (6) months, you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School will be entitled to terminate the contract on written notice and without you being required to give a term's notice or to pay a term's School Fees in lieu of notice.

## 16. COMMUNICATIONS BETWEEN YOU AND THE SCHOOL

16.1 We will use the contact details held by the School to contact you. Communications (including notices) will be sent by the School to you at the address(es) shown in our records or using your other contact details included in our records. Your personal/ home email addresses should be the primary contact and any work email addresses (if provided) the secondary contact. **You must notify the School of any change of address(es) or other contact details.**

16.2 How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:

16.2.1 sent by email to the School using this email address: [head@sherborneprep.group](mailto:head@sherborneprep.group);

16.2.2 delivered by hand to the School; or

16.2.3 Sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.

**We recommend that if you provide notice under any of Clauses 3, 4.7, 4.11, 5.1, 5.2 or 5.5 (which are the provisions dealing with withdrawing your child from the School or otherwise changing their place) you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and seven (7) days (during a school holiday period) after sending the notice.**

## 17. THE LAW THAT APPLIES TO THIS CONTRACT AND WHERE LEGAL PROCEEDINGS MAY BE BROUGHT

17.1 The law that applies to this contract. The contract between you and the School is governed by English Law and either you

or the School must bring legal proceedings in respect of this contract in the English courts.

17.2 *Rights in relation to the enforcement of this contract.* If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

**18. CHANGES TO THESE TERMS AND CONDITIONS**

*Reserving the right to change these terms and conditions.* 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. For example, if the updated terms and conditions are to take effect at the start of the Michaelmas term, we will notify you before the end of the preceding Lent term.

October 2025