HEATHERTON

1912

Contract for educational services (Parent Contract)

Cancellation notice

If your contract with the School was formed entirely by means of distance communication (i.e. by post, fax or electronic communication) without a face to face meeting with a member of the School staff you may cancel the contract within 14 days. The 14 day cancellation period will commence on the day following our receipt of your completed and signed acceptance form. To exercise your right to cancel, you must inform us at the School address of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or fax, or an email). You may use the attached model cancellation form, or your own wording, if you prefer. You do not have to provide a reason for cancellation when informing the School.
To meet the cancellation deadline you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

a) Where we have provided educational services

If, following your acceptance of a place and payment of the Acceptance Deposit and the Additional Deposit (if applicable), we provide educational services to your child, and then you choose to cancel the contract before the 14 day period expires, you will be liable to pay to us our reasonable costs. These will be the costs for the actual services provided up to the time you communicate to us your cancellation of the contract, calculated as a proportion of the termly fees. We will return to you, after deduction of our reasonable costs, the balance of fees and any deposit(s) paid.

b) Where we have not provided educational services

If you cancel this contract within the 14 day period and we have not provided any services, we will reimburse to you in full any payment of fees and deposit(s) received from you, without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel. We will make any reimbursement due using the same means of payment as you used for payment to us, unless we expressly agree otherwise. You will not incur any fees as a result of the reimbursement.

c) Where the offer of a place and its acceptance are not made entirely at distance without meeting face to face as described above, and You cancel the acceptance without giving a Term's notice of cancellation, Fees in lieu of Notice will be payable 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 Acceptance Deposit You have paid as an offset against the Fees in lieu of Notice You will owe us.

Reimbursement of payments made

If you have paid to us an amount greater than any costs we have properly incurred, we will reimburse you with the balance, within the timescale and in the manner set out in b) above.

BERKHAMSTED

— 1541 —

Cancellation Form

Cancellation of contract

To the parents:
If you wish to cancel your Parent Contract with the Berkhamsted Schools Group within the 14 day period, please notify the Head, by email, letter or fax, at the School address. Below is some suggested wording.

To the Headteacher
I / We hereby give notice that I / we cancel the Parent Contract as set out in:

☐ the letter of offer;
☐ the Conditions of Award (if applicable);
☐ the School's Terms and Conditions;
☐ the acceptance form; and
☐ the fees list.

Name(s) of parent(s):	....
Address(es) of parent(s):	....
Signed:	....
Date:	....