BERKHAMSTED

1541

Terms and Conditions (September 2026)

1. Introduction

1.1 **Terms and conditions:** These terms and conditions reflect the custom and practice of independent schools for many generations and together with:

1.1.1 the letter of offer;

1.1.2 the Conditions of Award if applicable;

1.1.3 the acceptance form; and

1.1.4 the fees list,

they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These terms and conditions are intended to promote the education and welfare of pupils and the stability, forward planning, proper resourcing and development of the Schools operated by the School.

1.2 **Variations:** These terms and conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.

1.3 **Fees and Notice:** The rules concerning Fees and Notice are of particular importance and are set out in Section 4 and Section 9.

1.4 **Managing change:** The School, as any other school, is likely to undergo a number of changes during the time your child is a pupil. Please see Section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2. Terminology

2.1 **The School or We or Us:** means the Berkhamsted Schools Group as now or in the future constituted (and any successor). Where applicable, the School shall also mean one or more of:

2.1.1 Berkhamsted Pre-Preparatory School – a co-educational day school for children aged 3 to 7 years;

2.1.2 Berkhamsted Preparatory School - a co-educational day school for children aged 7 to 11 years;

2.1.3 Heatherton School (“Heatherton”) - a day school for girls aged 3 to 11 years with a co-educational nursery ("the Nursery").

2.2 **School Governors or Governing Body:** means the Governors of the School who are appointed from time to time under the terms of the governing instrument of the School and who are responsible for governance of the School.

2.3 **The Principal:** means the Principal of the School as appointed by the School Governors who is responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated including, where applicable:

2.3.1 the Head of Berkhamsted Pre-Preparatory School;

2.3.2 the Head of Berkhamsted Preparatory School;

2.3.3 the Head of Heatherton.

2.4 **The Parents or You:** means any person who has signed the acceptance form or a person who with the School's express written consent replaces a person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party. Please also see clause 4.3 and clause 11.6.

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

2.6 **The Pupil:** means the child named on the acceptance form. The age of the Pupil will be calculated in accordance with British custom.

3. Admission and entry to the School

3.1 **Registration and Admission:** Applicants will be considered as candidates for Admission and Entry to the School when the registration form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time**.** The admissions requirements are set out in the School's Admissions Policy current at the time and published on the School's website. **Admission** occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Pupil attends the School for the first time under these terms and conditions. For the avoidance of doubt an “assessment day” or “taster day” does not count as the first day of attending the School.

3.2 **Equality:** The School welcomes children and staff from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's curriculum, culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.

3.3 **Offer of a place and deposit:** A deposit (**Acceptance Deposit**) as shown on the fees list for the relevant year is payable at the same timethe Parents accept the offer of a place by completing and returning the signed acceptance form (which may be done by electronic communication). The Parents agree that if the offer is not accepted and / or the Acceptance Deposit is not paid by the deadline set out in our offer letter, this contract will terminate immediately. Time is of the essence. Please see also clause 9.13. A proportion of the Acceptance Deposit, (as specified in the Offer letter and on the published fees list), will be credited against the first Term’s Fees and the remainder will be retained in the general funds

of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these terms and conditions or unless the Parents wish to donate the Acceptance Deposit to the School's bursary funds. See also clauses 3.4 and 9.6. If the Pupil progresses to join Berkhamsted Girls' or Boys' Senior School or progresses from the Nursery at Heatherton to its reception class, a further Acceptance Deposit will be payable by the Parents. In these circumstances, the balance of the Acceptance Deposit already paid by the Parents will be retained by the School to form part of the further Acceptance Deposit. Parents of pupils joining the nursery later during the academic year preceding Reception will only receive their nursery place deposit refund proportion when the pupil starts in Reception class.

3.4 **Donated Deposits:** Where You indicate that You would like to donate the deposit to the School's bursary funds, an amount equal to the deposit will be transferred from the general funds of the School to the bursary fund when the Pupil leaves the School. You will remain responsible for making the final payment of the Fees or other sums due to the School when the Pupil leaves (unless otherwise stated in these terms and conditions).

3.5 **Additional Deposit:** For reasons of administration, the right is reserved to require payment by parents of an additional deposit (**Additional Deposit**), as shown on the fees list for the relevant year, in the case of a pupil whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these terms and conditions. See also clause 9.6.

3.6 **Reception Deposit at Heatherton:** The balance of the Acceptance Deposit applicable to the reception class at Heatherton shall be payable by the Parents if the Pupil is to progress from the Nursery into the reception class. Please see clause 3.3 for details of how the Acceptance Deposit will be credited or repaid.

3.7 **Immigration:** The School currently holds a Child Student and Student sponsor licence . The Parents must inform the Principal when returning a completed registration form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this School and the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Child Student and Student sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents. The Parents shall immediately inform the School of any intended or actual change in the Pupil's accommodation arrangements during their period of sponsorship Please also see clause 9.13.

4. Fees

4.1 **Fees:** may include alone or in combination any of the Registration Fee, the Acceptance Deposit, the Additional Deposit, tuition fees (including lunches), fees for extra tuition, mandatory digital device provision (where applicable), other extras such as coach fees, trips, house charges, clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused wilful loss or damage to property of the School or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred.

4.2 **Applicable taxes:** All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

4.3 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School by the payment method described in the Letter of Offer. This means each of You who has signed the Acceptance Form is liable for and must ensure that all of the Fees due are paid to the School. This is because our contract applies to both of You together and each of You on your own. Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if Fees have not been paid then in order to recover the outstanding payments, the School can, in its discretion, where both parents have signed the Acceptance Form, choose to seek payment of the full amount outstanding from either Parent or both Parents. 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 for the Fees due under this contract.

4.4 **Payment of Fees by a third party:** An agreement with a third party (such as an employer, grandparent or step-parent without parental responsibility) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Chief Operating Officer. The School reserves the right to refuse a payment from a third party.

4.5 **How the fees are charged and payment requirements:** Tuition fees are budgeted for on an annual basis and subsequently divided evenly over the three terms for ease of administration, regardless of how many weeks are in each Term or any study leave weeks. Each Term's Fees are charged separately and the Fees payable in respect of each term fall due for payment by the Parents on or before the first day of that Term. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds on or before the commencement of the School Term to which the invoice relates. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.

4.6 **Indemnity**: If the School is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.

4.7 **Refund or waiver:** Save where there is a legal liability, including liability under a court order or under the provisions of this contract to make a refund or reduction, Fees will not be refunded, reduced or waived if:

4.7.1 the Pupil is absent through illness; or

4.7.2 a Term is shortened or a vacation extended; or

4.7.3 the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or

4.7.4 the School is temporarily closed due to adverse weather conditions; or

4.7.5 for any reason other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship.

See also Section 10 for information about events beyond the control of the parties.

4.8 **Exclusion for non-payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment to the School or if the Parents fail to provide information reasonably requested by the School about the identity of the payer of any Fees or the source of the funds. If the Pupil is excluded for a period of 28 days, he/she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with Section 9. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise. The School may withhold any information, character references or property and may refuse to allow the Pupil to participate in extra-curricular activities while Fees remain overdue to the School where it is lawful to do so.

4.9 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 2% per month accruing on a daily basis. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid balance of Fees, regardless of the value of the School's claim and Part 45 of the Civil Procedure Rules shall not apply.

4.10 **Part payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance of Fees, as set out in clause 4.10.

4.11 **Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child of the Parents.

4.12 **Instalment arrangements:** An agreement by the School to accept payment of current and/or past and/or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

4.13 **Fees In Advance schemes (FIA):** An arrangement under which you have prepaid all or part of the School Fees due under this contract will be the subject of a separate agreement. Where You and the School have entered into an agreement incorporating the FIA Terms and Conditions 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.

4.14 **Scholarships and bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff reasonably. The terms on which such awards are offered and accepted will be notified to the Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed.

4.15 **Fees increases:** Fees are reviewed at least annually and are subject to increase from time to time. If the School provides less than a Term's notice of a Fees increase they may give to the School written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay

Fees in lieu of Notice and the Acceptance Deposit and Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.

4.16 **Information about Fees:** The Parents acknowledge that the School may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the School may inform any other school or educational establishment to which the Pupil is to be transferred if any Fees of the School are unpaid.

4.17 **Information on identity of Fees payer and source of funds:** From time to time the School may need to obtain satisfactory evidence so that we can properly and accurately verify to our satisfaction:

4.17.1 your identity;

4.17.2 the Pupil's identity;

4.17.3 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;

4.17.4 the Pupil's right to enter, live and study in the United Kingdom; and

4.17.5 the legitimate source of funds You are using to pay the fees.

You must provide the School with the information and documentation we ask for. Please see also clause 9.13.

5. Educational matters

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

5.2 **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Principal/Head, is most appropriate to the School community as a whole. This may be by online or other form of remote learning. For the avoidance of doubt, the School is not registered as an online-education provider. The Parents agree and acknowledge that any long-term arrangements for remote online provision will be exceptional and at the sole discretion of the Principal. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's Head of House as soon as possible, or contact the Principal in the case of a serious concern

5.3 **Progress reports:** The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of grades, full written reports and consultation/parents meetings.

5.4 **Sex education:** The Pupil will receive health and life skills education, including relationships education or relationships and sex education, appropriate to his/her age in accordance with

the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in the sex education aspect of the curriculum. The Parents acknowledge that they do not have the right to withdraw the Pupil from classes relating to relationships education.

5.5 **Public examinations:** The School may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of his/her professional judgement, the School considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his/her tutors.

5.6 **Examination services:** The Principal may, after consultation with the Parents and, if appropriate the Pupil, decline to apply for access arrangements or post-examination services if, in his / her professional judgement it is considered not to be in the best interests of the Pupil or the examination cohort to do so.

5.7 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. For further information see the School Reporting Policy, which is available in writing on request and, for the avoidance of doubt, does not form part of these terms and conditions.

5.8 **Learning difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The School staff are not, however, qualified to make a diagnosis of conditions including, by way of example, Attention Deficit Hyperactivity or Autistic Spectrum disorders.

5.9 **Screening for learning difficulties:** The screening tests available to schools are indicative only: they are not infallible. The Parents will be notified if a screening test and any subsequent monitoring indicates that the Pupil may have a learning difficulty. A formal assessment for the purpose of considering access arrangements can be conducted by a qualified member of staff at the School at the Parents' expense or arranged by the Parents themselves.

5.10 **Information about learning difficulties:** The Parents shall notify the Principal when completing the School's Confidential Information Form and subsequently in writing at any time if they are aware or suspect that the Pupil has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Pupil's place will be cancelled, or, once the Pupil has started, Parents will be asked to withdraw the Pupil, without further charge if, in the professional judgement of the Principal and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.

5.11 **Moving up the School:** It is assumed that if the Pupil satisfies the relevant criteria at the time he/she will progress through the School and will ultimately complete Year 6. The relevant criteria for progression through the School are set out in the School's Admissions Policy. The Parents will be consulted before the end of the Lent Term if there appears to be any reason why the Pupil may be refused a place in the next year at the School. The Parents must give a Term's Notice in writing (i.e. before the start of the Trinity Term) in accordance with the provisions about Notice in Section 9 below if they do not intend the Pupil to proceed to the next stage of the School, or a Term's Fees in lieu of Notice will be payable. Further details are outlined in the School Progression policy, which is available on the School website or in writing on request and, for the avoidance of doubt, does not form part of these terms and

conditions. Please see clause 5.12 below for details of progress from Nursery to Reception at Heatherton.

5.12 **Progression from Nursery to reception at Heatherton:** If the Pupil attends the Nursery at Heatherton and the Parents wish for her to progress to its reception class, subject to her satisfying the relevant criteria at the time and on receipt of an offer from the Headteacher, they shall be required to complete and return an acceptance form and to pay the balance of the Acceptance Deposit applicable to the reception class. Please see clause 9.5 for additional details of the Notice requirements if the Parents do not intend for the Pupil to progress to the reception class at Heatherton.

5.13 **Intellectual property:** Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the School may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet or public website.

5.14 **Pupil's work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Principal, it is appropriate to release the work to the Pupil. Certain work may have to be retained for longer than other work in order to reduce the risk of cheating, or other reasons, such as retaining evidence of provision of meeting specific educational needs. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Principal or staff.

5.15 **Consent for educational visits:** A variety of educational visits will be provided for the Pupil. Parents will be provided with relevant information in advance of educational visits. Unless the Parents specifically notify the School in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the acceptance form or agreeing to be bound by these terms and conditions, the Parents consent to the Pupil taking part in any educational visit. These include:

5.15.1 all visits (including overnight or residential stays) which take place during the weekends or school holidays; or

5.15.2 non- routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day; or

5.15.3 adventure activities which may take place at any time; or

5.15.4 visits that cost less than £50.

The Parents agree that the Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit.

5.16 **The cost of educational visits:** The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause 5.15.1 to 5.15.3 above. The cost of some visits may be payable in advance and be subject to a separate agreement. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue Fees remain unpaid.

6. Pastoral care

6.1 **The School's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances, recognising that there may be different measures appropriate for pupils accessing services remotely compared with those physically on site. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others. For further information see the School's Child Protection Policy, which is available on the School website and in writing on request. The Parents agree that the Principal has the right to require the Pupil to remain away from the School temporarily at the home of his /her Parents or education guardian:

6.1.1 pending the outcome of an investigation (please see also clause 8.5 below); or

6.1.2 if the Principal considers that the Pupil's presence at the School presents a risk to him / her or to any other pupil. Please see also Section 8 below.

6.2 **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by us must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure is available on the School website and can be supplied in writing on request. See also clause 8.18.

6.3 **Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his/her parents. If any conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.

6.4 **Principal's authority:** The Parents authorise the Principal to take and/or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the Pupil's welfare. Please see Section 7 below.

6.5 **Ethos:** The ethos of the School is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and the Parents and we expect the same of the Pupil and the Parents in relation to the School or its staff.

6.6 **Physical contact:** The Parents consent to such physical contact with the Pupil:

6.6.1 as may accord with good practice; or

6.6.2 as may be appropriate and proper for teaching and instruction; or

6.6.3 for providing comfort to the Pupil in distress; or

6.6.4 to maintain safety and good order; or

6.6.5 in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

6.7 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:

6.7.1 any known medical condition, including head injuries sustained inside or outside school, health problem or allergy affecting the Pupil. For further information see the School Administration of Medicines Policy and the Allergy Policy, both of which are available on the School website and in writing on request, and for the avoidance of doubt do not form part of these terms and conditions.

6.7.2 any history of a learning difficulty on the part of the Pupil. For further information see the School Special Educational Needs Policy, which is available on the School website and in writing on request, and for the avoidance of doubt does not form part of these terms and conditions.

6.7.3 any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Pupil;

6.7.4 any family circumstances, court proceedings or court order which might affect the Pupil's welfare or happiness;

6.7.5 any concerns about the Pupil's safety;

6.7.6 any significant change in the financial circumstances of the Parents such that a bursary may no longer be required in whole or in part, or fees due may not be payable by the due date.

if it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.

6.8 **Special precautions:** The Principal needs to be aware of any matters that are relevant to the Pupil's safety and security. Accordingly, the Parents must notify the Principal in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Principal may exclude the Parents from School premises if, acting in a proper manner, he considers such exclusion to be in the best interests of the Pupil or any other member of the School community.

6.9 **Leaving School premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but we do not accept responsibility for the Pupil if he/she leaves School premises in breach of School rules or regulations.

6.10 **Residence during Term time:** The Pupil is required during Term time and at weekends and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. The Parents must notify the Principal in writing immediately if the Pupil will be residing during term time under the care of someone other than the Parents or his/her education guardian.

6.11 **Communications from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents unless there is evidence to the contrary. This requirement does not apply to the giving of Notice for the Cancellation of a place or the Withdrawal of the Pupil from the School. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 9.2.

6.12 **Absence of the Parents:** The Parents must inform the Principal in writing of the name, address and telephone number for 24 hour contact for the adult who will have the care of the Pupil at any time when both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer.

6.13 **Education guardians:** The Parents if resident outside the United Kingdom must before Entry appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School accepts no responsibility for the Pupil when he / she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, in advance. The Parents are responsible in each case for making suitable arrangements to appoint an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details. The Parents shall upon request provide such further information to the School as it reasonably requires to satisfy itself that the proposed appointment and or arrangements are suitable. Failure to provide such information upon request may constitute unreasonable behaviour.

6.14 **Photographs or images (including video recordings):** The School may obtain and use photographs or images (including video recordings) of the Pupil for:

6.14.1 use in the School's promotional material such as the prospectus, the website or social media;

6.14.2 press and media purposes; or

6.14.3 educational purposes as part of the curriculum or extra-curricular activities.

Please see the pupil privacy notice for more information about how the School uses photographs and videos of pupils. The School may seek specific consent from the Parents before using a photograph or video recording of the Pupil where the School considers that the use is more privacy intrusive.

6.15 **Use of cameras and Filming Equipment (including mobile phones) by Parents/Guardians at Berkhamsted Schools Group events:** The Parents agree that the provisions of the School's guidelines on the use of cameras and filming equipment, published on the parent portal, shall apply at all material times. A failure by the Parents to adhere to the requirements of the guidelines may be considered by the School to be unreasonable behaviour. Please see also clause 8.13 below.

6.16 **Confidentiality:** The Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us to not use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the relevant Head in writing, requesting an acknowledgment of their letter.

6.16.1 The Parents authorise the Principal to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have.

6.17 **Recording of staff:** The Parents will not record meetings or discussions with any staff member or representative(s) of the School without prior consent. Recording a meeting or discussion without prior consent will constitute unreasonable behaviour. Please see also clause 8.13 below.

6.18 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a member of staff or approved parent driver who is duly licensed and insured to drive a vehicle of that type.

6.19 **Pupil's personal property:** The Pupil is responsible for the security and safe use of all his/her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to him/her by the School.

6.20 **Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.

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

7. Health and medical matters

7.1 **Medical declaration:** Before the Pupil enters the School the Parents will be asked to complete a Confidential Information Form concerning the Pupil's health and must inform the Principal in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.

7.2 **Medical care:** The Parents must comply with the School Medical Officer's recommendations which may include a reasonable decision to release the Pupil home or to his/her education guardian when he/she is unwell.

7.3 **Pupil's health:** The School may at any time require a medical opinion or certificate as to the Pupil's general health where the Principal considers it necessary as a matter of professional judgement in the interests of the Pupil and/or the School community. The Pupil if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.

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

7.5 **Emergency medical treatment:** The Parents authorise the Principal or the relevant Head to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents or a second emergency contact cannot be contacted in time.

8. Behaviour and discipline

8.1 **School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Principal. The Principal is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue. The Parents accept that the School's policies, procedures and regime may be subject to change at short notice, if in the opinion of the Principal it is deemed appropriate to do so in the circumstances prevailing at the time..

8.2 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will take a

full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School rules about the wearing of uniform and general appearance. It is expected that the Pupil shall participate in the School Extra Curricular programme, including sporting fixtures if selected. The Parents understand and agree that this may necessitate attendance at school fixtures both home and away, including at weekends.

8.3 **School rules and Parent Code of Conduct:** The School rules and Parent Code of Conduct which apply to pupils and parents respectively are available on the Parent Hub and Pupil Hub. The Parents are requested to read these documents carefully before they accept the offer of a place and they agree to adhere to the Parent Code of Conduct. Please see also clause 8.13 below.

8.4 **School discipline:** The Parents accept the authority of the Principal and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The Behaviour and Discipline in School Policy which is current at the time and published on the School website applies to all pupils at the School and at all times when the Pupil is in or at School (including when engaged in online remote learning), or in the care of the School, or wearing School uniform, or travelling to or from School, or on School-organised trips or otherwise representing or associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.

8.5 **Investigative action:** An allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's rights and freedoms. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, unless the School is prevented from doing so by the police if they are involved. If considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parents' expense.

8.6 **Procedural fairness:** Investigation of an allegation, complaint or rumour that could lead to Expulsion, Removal or Withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. If a disciplinary meeting with the Principal is required before a decision is taken, all reasonable efforts will be made to notify the Parents or education guardian so that they can attend. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.

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

8.8 **Drugs and alcohol:** The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

8.9 **Sanctions:** The School's current policies on sanctions (included within the following policies: Behaviour and Discipline in School, Drugs Alcohol and Smoking, Expulsion and Required Removal, Prevention of Bullying, IT Acceptable Use) are available to the Parents on request before they accept the offer of a place. Those policies may undergo reasonable change from

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

8.10 **Definitions of sanctions:** The definitions in this clause apply in these terms and conditions.

Expulsion: means that the Pupil is required to leave the School permanently in circumstances described in clause 8.11.

Required Removal: means that the permanent removal of the Pupil from the School is required in circumstances described in clause 8.13, without the stigma of Expulsion.

8.11 **Suspension: means** that the Pupil is sent or released home for a limited period either as a disciplinary sanction or pending a Governors' Review.

Withdrawal: has the meaning set out in clause 9.4.

8.12 **Expulsion:** The Pupil may be expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of School rules or discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Principal shall act with procedural fairness in all such cases. The Principal's decision to expel shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 8.16 and clause 8.17. For further information see the School's Expulsion and Required Removal Policy, which is available on the School website and in writing on request.

8.13 **Fees following Expulsion:** If the Pupil is expelled there will be no refund of the Acceptance Deposit or of Fees for the current or past Terms but the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.

8.14 **Required Removal in other circumstances:** The Parents may be required to remove the Pupil permanently from the School if, after consultation with the Parents and if appropriate the Pupil, the Principal is of the opinion that:

8.14.1 the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or

8.14.2 by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School; or

8.14.3 one or both of the Parents have behaved unreasonably or treated the School or members of its staff or any member of the School community unreasonably or acted in a way which could bring the School into disrepute or contrary to the requirements of the Parent Code of Conduct; or

8.14.4 the required removal is in the School's best interests (including our staff) and/or those of your child and/or of other pupils; then

in these circumstances, and at the sole discretion of the Principal, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Principal shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the Parents as well as those of the School. The Principal's decision to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 8.16 and clause 8.17. For further information see the School's Expulsion and Required Removal Policy and the Staff Protection Policy, which are available on the School website and in writing on request.

8.15 **Fees following Required Removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 8.13, the provisions relating to Fees shall be as set out in clause 8.12 save that the Acceptance Deposit and Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.

8.16 **Leaving status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Required Removal or Withdrawal.

8.17 **Governors' Review:** The Parents may request a review by Governors (**Governors' Review**) of a decision to expel or require the removal of the Pupil from the School or from boarding (but not a decision to suspend the Pupil unless the suspension is for 11 School days or more, or would prevent the Pupil taking a public examination). The Principal will advise the Parents of the Governors' Review procedure current at that time when he / she informs the Parents of his / her decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

8.18 **Pupil's status pending Review:** If the Parents request a Governors' Review, the Pupil will be suspended from School until the review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Principal.

8.19 **Complaints procedure:** A complaint as described in clause 6.2 above which does not involve an Expulsion or Required Removal of the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9. Provisions about Notice

9.1 **Term:** means the period between and including the first and last days of the relevant School term.

9.2 **Notice:** means (unless the contrary is stated in these terms and conditions) a Term's Written Notice given by:

9.2.1 both Parents; or

9.2.2 one of the Parents with the prior written consent of the other Parent; and

9.2.3 in either case the prior written consent of any other person with Parental Responsibility where appropriate (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice)

before the first day of the pupil's final Term (see 9.8 below) addressed to and received by the Principal personally or the relevant Head on the Principal's behalf. It is expected that the Parents will consult with the Principal or the relevant Head before giving Notice to withdraw

the Pupil. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.

9.3 **Cancel or Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see clause 3.1 for details of when Entry to the School occurs.

9.4 **Withdraw or Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these Terms and conditions at any time after the Pupil has entered the School. Please see clause 3.1 for details of when Entry to the School occurs.

9.5 **Withdrawal from Heatherton at the end of Nursery:** If the Parents wish to Withdraw the Pupil from Heatherton at the end of the final Term of Nursery, they must provide written notice of their decision not to accept an offer of a place for their daughter in the reception class at Heatherton by the date specified in the offer letter (usually 3 weeks from the offer letter date). Such written notice declining an offer will be considered as written notice of intent to leave at the end of the academic year. Failure to provide at least a Term's Written Notice will result in a Term's Fees in Lieu of Notice being payable at the Reception Fees level (see clauses 9.7 and 9.8 below).

9.6 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either of the Parents meeting face to face with a member of the School staff between offer and acceptance, the Parents have the right to cancel this contract at any time within 14 days of the day after we receive your completed and signed acceptance form. Information about the right to cancel and how to cancel is set out in the School's cancellation notice and form published on the School website. In such circumstances the Acceptance Deposit and the Additional Deposit if paid will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this contract. Where the offer of a place and its acceptance are not made entirely at distance without meeting face to face as described above, and the School receives a Term's notice of cancellation, no further fees will be payable but You will not receive a refund of the Acceptance Deposit.

9.7 **Fees in lieu of Notice:** Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following termination by the Parents on less than one full Term's Notice, or the Pupil is excluded for more than 28 days for non-payment of Fees as set out in clause 4.9. Fees in Lieu of Notice is not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability at the School and to enable it to plan its staffing and other resources.

9.8 **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term. This means that if, for example, You wish to withdraw the Pupil with effect from the start of the Michaelmas Term (i.e. at the start of an academic year) then You would need to tell us in writing that You wish to withdraw the Pupil before the first day of the preceding Trinity Term (i.e. the final term of the preceding academic year) or pay one Term's Fees in lieu of Notice as referred to in clause 9.7 above.

9.9 **Termination by the Parents:** Except when the Pupil is to leave at the end of Year 6 or either of clauses 9.5 above or 9.10 below applies, if the Parents wish to Withdraw the Pupil or Cancel and terminate this contract at any time or after the expiry of the 14 day cancellation period described in clause 9.6 above, if applicable, they shall do so either by:

9.9.1 providing at least one Term's Written Notice. If the Parents Cancel by providing at least one Term's Written Notice the School shall retain the Acceptance Deposit; or

9.9.2 paying one Term's Fees in lieu of Notice.

The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees in lieu of Notice.

9.10 **Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may Cancel and terminate this contract by notifying the School in writing at any time up to two weeks from the date of the acceptance form. If clause 9.6 applies the two week period shall start when the 14 day cancellation period expires. The Acceptance Deposit will then be retained by the School. If the Parents give notification after this date or give no notification they shall pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.

9.11 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Principal or with the Principal's authorised deputy before Notice is given by the Parents.

9.12 **Discontinuing extra tuition:** A Term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable.

9.13 **Termination by the School:** The School may terminate this contract:

9.13.1 on one Term's notice in writing sent by ordinary post. The School will not terminate this contract without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any outstanding balance of Fees; or

9.13.2 on reasonable notice if in the professional opinion of the Principal the School is unable to provide all or a significant proportion of the educational services to the Pupil; or

9.13.3 immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School, or in the case of a Pupil who holds a Child Student visa on the basis of sponsorship by the School, where the Parents have arranged accommodation for the Pupil which does not meet the requirements of the Child Student Immigration Rules, or the Parents have otherwise acted in a way which puts the School at risk of breaching its duties as the holder of a Child Student and Student sponsorship licence; or

9.13.4 immediately where after seven days from the School requesting that they do so Parents have not made arrangements which the School considers are suitable with an education guardian or accommodation provider; or

9.13.5 immediately if you do not accept the offer of place and / or pay the Acceptance Deposit by the deadline specified in the letter of offer; or

9.13.6 immediately if You fail or refuse to provide us at any time with information we require under Clause 4.17. .

10. Events beyond the control of the parties

10.1 **Force majeure:** An event beyond the reasonable control of the School or the Parents is a Force Majeure Event and shall include such events as:

10.1.1 an act of God, fire, flood, drought, earthquake or other natural disaster;

10.1.2 war, riot, civil unrest, act of terrorism, strikes, industrial disputes;

10.1.3 subject to clause 10.2, outbreak of epidemic or pandemic of disease;

10.1.4 failure of utility service or transportation.

Provided always that the inability of either party to pay any amount required under this contract shall not be a Force Majeure Event.

10.2 **Epidemic or pandemic:** The parties acknowledge that the circumstances of the Covid-19 coronavirus pandemic (or future equivalent circumstances) may affect the nature of the educational provision of the School. For the avoidance of doubt any reasonable modifications to the educational provision made by the School in order to meet legal obligations, comply with government guidance and to protect the health safety and well-being of staff or pupils shall not affect the obligation of the Parents to pay the Fees in accordance with this contract.

10.3 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party (the Affected Party)shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

10.4 **Continued force majeure:** The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event continues for a period greater than 90 days from the date of notification, the Affected Party shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

10.5 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days from the date of notification, the party in receipt of notification under clause 10.3 may terminate this contract by providing at least three working days' notice in writing to the other party.

11. General contractual matters

11.1 **Data protection:** The School has a parent privacy notice and a pupil privacy notice which explain how the School will use the Parents' and the Pupil's personal data. These privacy notices are published on the School's website. The Parents must read these notices in full before signing the acceptance form.

11.2 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this contract. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and procedures, the disciplinary framework, and the length of School Terms. In addition, there may be the need for the School to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this contract may be freely assigned to another party at the discretion of the School

11.3 **Consumer rights:** Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone or in combination infringe consumer rights

laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.

11.4 **Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of:

11.4.1 a material change of ethos or culture; or

11.4.2 a material change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or

11.4.3 a change of ownership of the School.

11.5 **Information for parents:** We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this contract they should seek specific confirmation from the Principal that the information is accurate before returning a completed acceptance form to the School

11.6 **Third party rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

11.7 **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these terms and conditions.

11.8 **Severability:** If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.

11.9 **Jurisdiction:** This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Berkhamsted Schools Group: a Company Limited by Guarantee
Registered in England, Company Number: 00622349
Registered Office: 6 Chesham Road, Berkhamsted, Hertfordshire HP4 3AA
Registered Charity Number: 310630

Schedule 1 Summary of clauses containing financial consequences

Event	Clause
Offer of a place and deposit	3.3
Additional Deposit	3.5
Applicable Taxes	4.2
Indemnity	4.6
Refund or waiver	4.7
Exclusion for non-payment	4.8
Late payment	4.9
Fees in Advance Scheme	4.13
Fees following Expulsion	8.12
Fees following Required Removal	8.14
Cancellation rights	9.6
Fees in lieu of Notice	9.7
Termination by the Parents	9.9
Cancelling a place offered in the Term before Entry	9.10