



FINTON HOUSE
SCHOOL

Terms and Conditions

Finton House Independent Day School for Boys and Girls

Contents

| | |
|---|----|
| Fees list academic year 2019-2020..... | 3 |
| 1 Introduction..... | 4 |
| 2 Terminology..... | 4 |
| 3 Admission and entry to the School..... | 5 |
| 4 Fees..... | 6 |
| 5 Educational matters..... | 7 |
| 6 Pastoral care | 9 |
| 7 Health and medical matters | 12 |
| 8 Behaviour and discipline..... | 12 |
| 9 Provisions about Notice..... | 14 |
| 10 Events beyond the control of the parties | 16 |
| 11 General contractual matters..... | 16 |
| Schedule 1: Privacy Notice | 18 |
| Schedule 2: Summary of clauses containing financial consequences..... | 24 |

Fees list academic year 2019-2020

| Registration fee | |
|--|--------|
| Payable on registration and non-refundable | £100 |
| Deposits | |
| <p>A non-refundable deposit is payable by the parents of each pupil joining the School on acceptance of a place.</p> <p>The only exemption from this deposit is for the third child to join the school from the same family.</p> <p>The deposit will be retained within the general funds of the School until the Pupil leaves.</p> <p>When a pupil leaves, and once all fees owing to the school have been paid, the balance will be refunded to the parents without interest in accordance with the School's Terms and Conditions.</p> | £2,500 |
| Fees per term | |
| Lower School (Reception to Year 2) | £5,379 |
| Upper School (Year 3 to Year 6) | £5,414 |
| Extras | |
| Chargeable extras include residential trips, after school clubs, 1:1 music lessons, 1:1 learning support lessons and any other ad hoc extras. All other costs e.g. lunch, swimming, workshops and day trips are included in the fees. | |

Please see the School's *Terms and Conditions* for further information about the payment of Fees and extras.

Termly Fees must be paid by Direct Debit unless alternative arrangements have been made with the Bursar.

Finton House School terms and conditions

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 (applicable to bursary places only)

1.1.3 the form of acceptance; 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 Finton House 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:** Finton House School, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. 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 **School or We or Us:** means Finton House Educational Trust, trading as Finton House School, as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee.

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

2.3 **Head:** means the Head of the School as appointed by the School Governors. The Head is responsible for the day-to-day running of the School.

2.4 **Parents or You:** means any person who has signed the form of acceptance. 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 **Pupil:** means the child named on the form of acceptance. 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 the School 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. **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.

3.2 **Equality:** The School is a mainstream day school for boys and girls aged from 4 - 11 years. The School is non-denominational and welcomes staff and children 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 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 deposits:

3.4 When a Pupil is admitted to the School a deposit as shown on the fees list for the relevant year will be payable when the Parents accept the offer of a place. The deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a refund without interest once any amount still owing to the School has been deducted, e.g. for clubs or extras incurred in the final term. Deposits are not charged for the third sibling to join the School from the same family.

3.5 **Immigration:** The School does not hold a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Head when returning a completed registration form or at any other time if their child does not have the right to live and study in the United Kingdom. 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 the School. Please also see clause 9.13.

4 Fees

- 4.1 **Fees:** may include alone or in combination any of the Registration Fee, deposit, tuition fees, fees for extra tuition, other extras such as 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 School property 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 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. 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 before the commencement of the School Term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. Termly Fees are payable by direct debit unless alternative arrangements have been made with the Bursar.
- 4.3 **Payment of Fees by a third party:** An agreement with a third party (such as an employer, grandparent, step-parent without parental responsibility or third party credit provider) 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 Bursar. The School reserves the right to refuse a payment from a third party.
- 4.4 **Indemnity:** The Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School if the School is required to repay all or part of any sum paid to it by a third party credit provider on behalf of the Parents.
- 4.5 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction in Fees will not be refunded, reduced or waived if:
- 4.5.1 the Pupil is absent through illness; or
 - 4.5.2 a Term is shortened or a vacation extended; or
 - 4.5.3 the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or
 - 4.5.4 the School is temporarily closed due to adverse weather conditions; or
 - 4.5.5 for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

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

- 4.6 **Exclusion for non-payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. 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 while Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil.
- 4.7 **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 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. 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 Fees regardless of the value of the School's claim.
- 4.8 **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 4.7.
- 4.9 **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.
- 4.10 **Bursaries:** Every 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 Parents at the time of offer. A copy of the School's Bursary Policy is available from the School on written request.
- 4.11 **Fee increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive 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 deposit held by the School will be refunded without interest less any sums owing to the School.
- 4.12 **Information about fees:** The Parents consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.
- 4.13 **Anti-money laundering** From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.

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 Head, is most appropriate to the School community as a whole. We will endeavour to inform the Parents of changes and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's Class Teacher or other appropriate member of staff, as soon as possible, or contact the Head 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 Progress Reports, full written reports and Parents' Evenings.
- 5.4 **Sex education:** The Pupil will receive health and life skills 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 this aspect of the curriculum.
- 5.5 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Pupil, any references to other schools shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 5.6 **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 such as those commonly referred to as dyslexia, or of other learning difficulties.
- 5.7 **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 indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
- 5.8 **Information about learning difficulties:** The Parents shall notify the Head when completing the School's form of acceptance and subsequently in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of Notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School 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.
- 5.9 **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 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 at the next stage of the School. The Parents must give a Term's Notice in writing (i.e. before the start of the Summer 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.

5.10 **Educational visits:** Apart from local day trips and fixtures, parents' permission will be sought before children are taken on any Educational visits which:

5.10.1 require overseas travel; or

5.10.2 involve an overnight stay; or

5.10.3 occur during a weekend or School vacation; or

5.10.4 involve some element of high risk or adventure activity

which will be subject to a separate agreement. The Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit. The cost of a residential trip will be invoiced in advance. The School reserves the right to prevent the Pupil from taking part in a residential trip while overdue fees remain unpaid. Any 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.

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. 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.

6.2 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School must be notified to the School as soon as practicable. A copy of the School's complaints procedure can be supplied on request.

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

6.4 **Ethos:** The inclusive ethos of the School relies on 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.

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

6.5.1 as may accord with good practice; or

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

6.5.3 for providing comfort to the Pupil in distress; or

6.5.4 to maintain safety and good order; or

6.5.5 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.

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

- 6.6.1 any known medical condition, health problem or allergy affecting the Pupil;
- 6.6.2 any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;
- 6.6.3 any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
- 6.6.4 any family circumstances or court order which might affect the Pupil's welfare or happiness;
- 6.6.5 any concerns about the Pupil's safety;
- 6.6.6 any significant change in the financial circumstances of the Parents;
- 6.6.7 if it is intended 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.

6.7 **Confidentiality:** The Parents authorise the Head 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.

The School reserves the right to monitor the Pupil's use of:

- 6.7.1 email
- 6.7.2 the internet
- 6.7.3 mobile electronic devices

See also the School's ICT Acceptable Use Policy, Data Protection Policy (available on request) and Privacy Notice (Schedule 1 to this document).

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

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. Children are supervised at all times during the school day and are not allowed to leave the premises without a parent, carer or a member of staff.

- 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 Head must be notified in writing immediately if the Pupil will be residing during Term time under the care of someone other than the Parents.
- 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. This requirement does not apply to the giving of Notice for the Cancellation of the 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:** When both of the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer, the Head must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of the Pupil.
- 6.13 **Photographs or images (including video recordings):** Consent for the School to obtain and use images of pupils is sought from parents via the Parental Preference (Images) form, attached to the Images of Pupils Policy. All parents are supplied with a copy of this policy before their child enters the School.
- 6.14 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 6.15 **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 them by the School.
- 6.16 **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.
- 6.17 **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 notify the Head of any issues concerning the Pupil's health and must inform the Head 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's recommendations which may include a reasonable decision to release the Pupil home when he / she is unwell.
- 7.3 **Pupil's health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement in the interests of the Pupil and / or the School community.
- 7.4 **Medical information:** Throughout the Pupil's time as a member of the School, the School 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 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 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 Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.
- 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.
- 8.3 **School rules:** The School rules which apply are set out in the Parent Handbook and on the website. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.
- 8.4 **School discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's Pastoral Care policy which includes information on rewards and sanctions and is published on the School website applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.

- 8.5 **Investigative action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his / her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by the Parents, education guardian or a teacher of the Pupil's choice.
- 8.6 **Procedural fairness:** Investigation of a complaint 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. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of 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 Head has acquired during an investigation.
- 8.8 **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 8.9
- Removal:** means that the permanent removal of the Pupil from the School is required in circumstances described in clause 8.11.
- Suspension:** means that the Pupil is sent or released home for a limited period as either a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.
- Withdrawal:** has the meaning set out in clause 9.10.
- 8.9 **Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision 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.
- 8.10 **Fees following Expulsion:** If the Pupil is expelled, there will be no refund of the Fees in Advance held by the School or of Fees for the current or past Terms. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.

8.11 **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 Head is of the opinion that:

8.11.1 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

8.11.2 if the Parents have treated the School or members of its staff unreasonably; then in these circumstances, and at the sole discretion of the Head, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the Parents as well as those of the School. The Head'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.

8.12 **Fees following 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 8.10 save that the Fees in Advance held by the School will be refunded without interest less any sums owing to the School.

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 any other person with Parental Responsibility

before the first day of Term addressed to and received by the Head personally or the Bursar on the Head's behalf. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Pupil. The Parents should contact the School if no acknowledgment of the Notice is received from the School within seven days of the date of the Notice.

9.3 **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if:

9.3.1 the Parents wish to cancel the place after acceptance; or

9.3.2 the Parents wish to withdraw the Pupil who has entered the School.

9.4 **Provisional notice:** is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Head personally or the Bursar on the Head's behalf.

- 9.5 **Fees in lieu of Notice:** in circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. One Term's Fees in lieu of Notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- 9.6 **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.
- 9.7 **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 Parent meeting face to face with a member of the School staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the form of acceptance. In such circumstances the deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.
- 9.8 **Cancelling acceptance:** The Cancellation of the place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is Fees for between one and five years. Therefore if a place is cancelled after acceptance the deposit is non-refundable. Cases of serious illness or genuine hardship may receive special consideration on written request.
- 9.9 **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.
- 9.10 **Withdrawal by the Parents:** If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 4.6, Fees in lieu of Notice less the deposit held by the School will be due and payable as a debt immediately.
- 9.11 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Head or with the Head's authorised deputy before Notice of Withdrawal is given by the Parents.
- 9.12 **Discontinuing Learning Support.** One term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.

- 9.13 **Termination by the School:** The School may terminate this agreement on one Term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents. The deposit held by the School will be refunded without interest less any outstanding balance of Fees. The School may terminate this agreement immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.

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 an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 10.2 **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 shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 10.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 10.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.2 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 privacy notice for parents in Schedule 1 to these terms and conditions sets out how the School uses the personal information of parents and pupils. Parents are asked to read this before signing the form of acceptance.
- 11.2 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. 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 to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.
- 11.3 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. 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 provided with reasons for the change and where possible given at least a Term's notice in writing of:

11.4.1 a change of culture or ethos; or

11.4.2 a 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 agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed form of acceptance 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 any 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.

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.

Schedule 1: Privacy Notice

Introduction

This notice is to help you understand how and why the School collects personal information about you. It also explains the decisions that you can make about your information. It has been written with regard to the General Data Protection Regulations, the Data Protection Act 2018, and other related legislation. This notice applies in addition to the School's other relevant terms and conditions and policies, including

- The School's terms and conditions (parent contract)
- the School's Data Protection Policy
- the School's Technology Policy
- the School's Acceptable Use Policies
- the School's Images Of Pupils Policy
- the School's Retention of Records Policy
- The School's Safeguarding Policy

These are available on the school website or from the office on request.

This notice should be read and complied with by any member of staff, pupil, parent, governor or other individual who comes into contact with the School in order to provide education and associated functions.

Finton House School is a data controller for the purposes of the Data Protection Act 1998 and is registered as such with the ICO. The School has appointed a [Data Compliance Co-ordinator](#), who will deal with all your requests and enquiries concerning the school's uses of your personal data and endeavour to ensure that all personal data is processed in compliance with this policy and Data Protection Law.

Why the school needs to process personal data

In order to carry out its ordinary duties to staff, pupils and parents, the school may process a wide range of personal data about individuals (including current, past and prospective staff, pupils or parents) as part of its daily operation.

Some of this activity the school will need to carry out in order to fulfil its legal rights, duties or obligations – including those under a contract with its staff, or parents of its pupils.

Other uses of personal data will be made in accordance with the school's legitimate interests, or the legitimate interests of another, provided that these are not outweighed by the impact on individuals, and provided it does not involve special or sensitive types of data.

Legitimate Interests

The school expects that the following uses may fall within that category of its (or its community's) "legitimate interests":

- For the purposes of pupil admission (and to confirm the identity of prospective pupils and their parents);
- To provide education services, including musical education, physical training or spiritual development and extra-curricular activities to pupils, and to monitor pupils' progress and educational needs;
- Maintaining relationships with alumni and the school community, including direct marketing or fundraising activity;

- For the purposes of management planning and forecasting, research and statistical analysis, including that imposed or provided for by law (such as diversity or gender pay gap analysis and taxation records);
- To enable relevant authorities to monitor the school's performance and to intervene or assist with incidents as appropriate;
- To give and receive information and references about past, current and prospective pupils, including relating to outstanding fees or payment history, to/from any educational institution that the pupil attended or where it is proposed they attend; and to provide references to potential employers of past pupils;
- To enable pupils to take part in national or other assessments, and to publish the results of public examinations or other achievements of pupils of the school;
- To safeguard pupils' welfare and provide appropriate pastoral care;
- To monitor (as appropriate) use of the school's IT and communications systems in accordance with the school's IT: Acceptable Use Policy;
- To make use of photographic images of pupils in school publications, on the school website and (where appropriate) on the school's social media channels in accordance with the school's policy on taking, storing and using images of children;
- Where otherwise reasonably necessary for the school's purposes, including to obtain appropriate professional advice and insurance for the school.

In addition, the school may need to process **special category personal data** (concerning health, ethnicity, religion, biometrics or sexual life) or criminal records information (such as when carrying out DBS checks) in accordance with rights or duties imposed on it by law, including as regards safeguarding and employment, or from time to time by explicit consent where required. These reasons may include:

- To safeguard pupils' welfare and provide appropriate pastoral (and where necessary, medical) care, and to take appropriate action in the event of an emergency, incident or accident, including by disclosing details of an individual's medical condition where it is in the individual's interests to do so: for example for medical advice, social services, insurance purposes or to organisers of school trips;
- To provide educational services in the context of any special educational needs of a pupil;
- To provide spiritual education in the context of any religious beliefs;
- In connection with employment of its staff, for example DBS checks, welfare or pension plans;
- For legal and regulatory purposes (for example child protection, diversity monitoring and health and safety) and to comply with its legal obligations and duties of care.

Types of personal data processed by the school

This will include by way of example:

- names, addresses, telephone numbers, e-mail addresses and other contact details;
- car details (for use when applying for Wandsworth parking permits);
- bank details and other financial information, e.g. about parents who pay fees to the school;
- past, present and prospective pupils' academic, disciplinary, admissions and attendance records (including information about any special needs), and examination scripts and marks;

- where appropriate, information about individuals' health, and contact details for their next of kin;
- references given or received by the school about pupils, and information provided by previous educational establishments and/or other professionals or organisations working with pupils; and
- images of pupils (and occasionally other individuals) engaging in school activities (in accordance with the school's policy on taking, storing and using images of children).

How the school collects data

Generally, the school receives personal data from the individual directly (including, in the case of pupils, from their parents). This may be via a form, or simply in the ordinary course of interaction or communication (such as email or written assessments).

However in some cases personal data may be supplied by third parties (for example another school, or other professionals or authorities working with that individual); or collected from publicly available resources.

Who has access to personal data and who the school shares it with

Occasionally, the school will need to share personal information relating to its community with third parties, such as professional advisers (lawyers and accountants) or relevant authorities (HMRC, police or the local authority).

For the most part, personal data collected by the school will remain within the school, and will be processed by appropriate individuals only in accordance with access protocols (i.e. on a 'need to know' basis). Particularly strict rules of access apply in the context of:

- medical records [held and accessed only by appropriate members of staff e.g. class teacher or school secretary, and
- pastoral or safeguarding files.

However, a certain amount of any pupil's relevant information will need to be provided to staff more widely in the context of providing the necessary care and education that the pupil requires. This may include, for example, pictorial registers of children with dietary requirements or food allergies, or of children with life-threatening illnesses.

Staff, pupils and parents are reminded that the school is under duties imposed by law and statutory guidance (including [Keeping Children Safe in Education](#)) to record or report incidents and concerns that arise or are reported to it, in some cases regardless of whether they are proven, if they meet a certain threshold of seriousness in their nature or regularity. This may include file notes on personnel or safeguarding files, and in some cases referrals to relevant authorities such as the LADO or police. For further information about this, please view the school's Safeguarding Policy.

Finally, in accordance with Data Protection Law, some of the school's processing activity is carried out on its behalf by third parties, such as IT systems, web developers or cloud storage providers. This is always subject to contractual assurances that personal data will be kept securely and only in accordance with the school's specific directions.

How long we keep personal data

The school will retain personal data securely and only in line with how long it is necessary to keep for a legitimate and lawful reason, and in line with the School's Data Retention Policy. Typically, the legal recommendation for how long to keep ordinary staff and pupil personnel files is up to 7 years following departure from the school. However, incident reports and safeguarding files will need to be kept much longer, in accordance with specific legal requirements. If you have any specific queries about how this policy is applied, or wish to request that personal data that you no longer believe to be relevant is considered for erasure, please contact the Data Compliance Coordinator who is the relevant person handling such requests at school. However, please bear in mind that the school may have lawful and necessary reasons to hold on

to some data.

Keeping in touch and supporting the school

The school will use the contact details of parents, alumni and other members of the school community to keep them updated about the activities of the school, or alumni and parent events of interest, including by sending updates and newsletters, by email and by post. Unless the relevant individual objects, the school may also:

- Share personal data about parents and/or alumni, as appropriate, with organisations set up to help establish and maintain relationships with the school community, such as the Old Fintonians' Association (OFA).
- Contact parents and/or alumni (including via the OFA) by post and email in order to promote and raise funds for the school and, where appropriate, other worthy causes.

Should you wish to limit or object to any such use, or would like further information about them, please contact the [Data Compliance Co-ordinator](#) in writing. You always have the right to withdraw consent, where given, or otherwise object to direct marketing or fundraising. However, the school may need nonetheless to retain some of your details (not least to ensure that no more communications are sent to that particular address, email or telephone number).

Your rights

Individuals have various rights under Data Protection Law to access and understand personal data about them held by the school, and in some cases ask for it to be erased or amended or for the school to stop processing it, but subject to certain exemptions and limitations.

Any individual wishing to access or amend their personal data, or wishing it to be transferred to another person or organisation, or who has some other objection to how their personal data is used, should put their request in writing to the [Data Compliance Co-ordinator](#).

The school will endeavour to respond to any such written requests as soon as is reasonably practicable and in any event within statutory time-limits, which is one month in the case of requests for access to information. The school will be better able to respond quickly to smaller, targeted requests for information. If the request is manifestly excessive or similar to previous requests, the school may ask you to reconsider or charge a proportionate fee, but only where Data Protection Law allows it.

You should be aware that certain data is exempt from the right of access. This may include information which identifies other individuals, or information which is subject to legal professional privilege. The school is also not required to disclose any pupil examination scripts (though examiners' comments may fall to be disclosed), nor any confidential reference given by the school for the purposes of the education, training or employment of any individual.

Pupil requests

Pupils can make subject access requests for their own personal data, provided that, in the reasonable opinion of the school, they have sufficient maturity to understand the request they are making (see section Whose Rights below). Indeed, while a person with parental responsibility will generally be entitled to make a subject access request on behalf of younger pupils, the information in question is always considered to be the child's at law.

A pupil of any age may ask a parent or other representative to make a subject access request on his/her behalf. Moreover (if of sufficient age) their consent or authority may need to be sought by the parent making such a request. Pupils over the age of 13 are generally assumed to have this level of maturity, although this will depend on both the child and the personal data requested, including any relevant circumstances at home.

Slightly younger children may however be sufficiently mature to have a say in this decision.

All information requests from, or on behalf of, pupils – whether made under subject access or simply as an incidental request – will therefore be considered on a case by case basis.

Consent

Where the school is relying on consent as a means to process personal data, any person may withdraw this consent at any time (subject to similar age considerations as above). Please be aware however that the school may have another lawful reason to process the personal data in question even without your consent.

That reason will usually have been asserted under this Privacy Notice, or may otherwise exist under some form of contract or agreement with the individual (e.g. an employment or parent contract, or because a purchase of goods, services or membership of an organisation such as an alumni or parents' association has been requested).

Whose rights?

The rights under Data Protection Law belong to the individual to whom the data relates. However, the school will often rely on parental consent to process personal data relating to pupils (if consent is required) unless, given the nature of the processing in question, and the pupil's age and understanding, it is more appropriate to rely on the pupil's consent.

Parents should be aware that in such situations they may not be consulted, depending on the interests of the child, the parents' rights at law or under their contract, and all the circumstances.

In general, the school will assume that pupils' consent is not required for ordinary disclosure of their personal data to their parents, e.g. for the purposes of keeping parents informed about the pupil's activities, progress and behaviour, and in the interests of the pupil's welfare, unless, in the school's opinion, there is a good reason to do otherwise.

However, where a pupil seeks to raise concerns confidentially with a member of staff and expressly withholds their agreement to their personal data being disclosed to their parents, the school may be under an obligation to maintain confidentiality unless, in the school's opinion, there is a good reason to do otherwise; for example where the school believes disclosure will be in the best interests of the pupil or other pupils, or if required by law.

Pupils are required to respect the personal data and privacy of others, and to comply with the school's Acceptable Use Policy and the school rules. Staff are under professional duties to do the same covered under the AUP for Staff.

Data accuracy and security

The school will endeavour to ensure that all personal data held in relation to an individual is as up to date and accurate as possible. Individuals must please notify the [Data Compliance Co-ordinator](#) of any significant changes to important information, such as contact details, held about them.

An individual has the right to request that any out-of-date, irrelevant or inaccurate or information about them is erased or corrected (subject to certain exemptions and limitations under Data Protection Law): please see above for details of why the school may need to process your data, and who you may contact if you disagree.

The school will take appropriate technical and organisational steps to ensure the security of personal data about individuals, including policies around use of technology and devices, and access to school systems. All staff and governors will be made aware of this policy and their duties under Data Protection Law and receive relevant training.

This policy

The school will update this Privacy Notice from time to time. Any substantial changes that affect your rights will be provided to you directly as far as is reasonably practicable.

Queries and complaints

Any comments or queries on this policy should be directed to the [Data Compliance Co-ordinator](#).

If an individual believes that the school has not complied with this policy or acted otherwise than in accordance with Data Protection Law, they should utilise the school [complaints / grievance] procedure and should also notify the [Data Compliance Co-ordinator](#). The individual can also make a referral to or lodge a complaint with the Information Commissioner's Office (ICO), although the ICO recommends that steps are taken to resolve the matter with the school before involving the regulator.

If you require more information about how the Local Authority (LA) and/or DfE store and use your information, then please go to the following websites:

http://www.wandsworth.gov.uk/info/200321/key_plans_strategies_and_policies/508/personal_data_and_data_protection

<http://www.education.gov.uk/researchandstatistics/datatdatam/b00212337/datause>

If you are unable to access these websites we can send you a copy of this information. Please contact the LA or DfE as follows:

Wandsworth Council

The Town Hall

Wandsworth High Street

London SW18 2PU

Website: www.wandsworth.gov.uk

Email: dpa@wandsworth.gov.uk

Telephone: 020 8871 6000

Public Communications Unit, Department for Education

Sanctuary Buildings

Great Smith Street

London

SW1P 3BT

Website: www.education.gov.uk

Email: <http://www.education.gov.uk/help/contactus>

Telephone: 0370 000 2288

Schedule 2: Summary of clauses containing financial consequences

| Event | Clause |
|------------------------------|---------------|
| Offer of a place and deposit | 3.3 |
| Refund or waiver | 4.5 |
| Exclusion for non-payment | 4.6 |
| Late payment | 4.7 |
| Fees following Expulsion | 8.10 |
| Fees following Removal | 8.12 |
| Fees in lieu of Notice | 9.5 |
| Cancellation rights | 9.7 |
| Cancelling acceptance | 9.8 |