



# TERMS AND CONDITIONS

Effective September 2025

**THOMAS'S LONDON DAY SCHOOLS**  
**THOMAS'S COLLEGE**

Thomas's London Day Schools Limited: a private limited company

Registered in England, Company Number: 07881899

Registered Office: Brightwater House, Market Place,  
Ringwood, Hampshire BH24 1AP

## TERMS AND CONDITIONS (PARENT CONTRACT)

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

**Why you should read them.** Please read these terms and conditions carefully before you accept our offer of a place at the College for your child. These terms and conditions tell you who we are and how and on what basis the College will provide the Services.

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

### 1. **Definitions**

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

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

**“Board and Lodging”** means, for boarders, the College's provision of accommodation for your child and any meals served as part of our boarding provision;

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

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

**“contract”** has the meaning given in Clause 1.3 below;

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

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

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

**“Group”** means Thomas's London Day Schools Ltd, as identified in Clause 1.2 below;

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

**“FIA Terms and Conditions”** means the supplemental terms and conditions relating to the College's fees in advance scheme;

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

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

**“School Rules”** means the body of rules and policies of the College which set out our expectations concerning the conduct and behaviour of our students and parents, as may be amended from time to time. A copy of the documents comprising the School Rules is available on the College’s website or parent portal and from the College at any time upon request;

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

the **“College”** means the specific school owned and operated by the Group at which your child is a registered student, Thomas’s College: a day and boarding senior school for students from 11 to 18 years old;

Thomas’s College is a trading name of Thomas’s London Day Schools Ltd.

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

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

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

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

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

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

In these terms and conditions we sometimes provide illustrative examples by using the words **“for example”**, **“includes”** or **“including”**, which are not exclusive or limiting examples of the matter in question.

- 1.2 Who we are. We are Thomas’s London Day Schools Ltd. a company registered in England and Wales, which owns and operates the College. Our company registration number is 07881899, and our registered office is at Brightwater House, Market Place, Ringwood, Hampshire BH24 1AP. Our VAT registration number is 480407010.
- 1.3 Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **FIA Terms and Conditions** and these **terms and conditions** (as in each case may be amended from time to time) form the terms of the **contract** between you and the College. It is not intended that the terms of this contract will be enforceable by your child or by any other third party.

## **2. Acceptance and Deposit**

- 2.1 How you accept our offer of a place. An offer of a place for your child at the College is accepted by your submitting the completed Acceptance Form and paying the deposit.
- 2.2 The status of the deposit. The deposit will be held as security to secure performance of your obligations under this contract. The deposit remains your property and does not form part of the general funds of the College unless and until it is applied or forfeited in accordance with this contract. Subject to Clause 2.3, unless you indicate that you would like to donate the deposit to the Group's foundation, the deposit will be returned to you on your child's leaving.
- 2.3 Circumstances where the deposit will not be returned to you. You authorise us, and we will be entitled to, retain, deduct from or otherwise apply the deposit (as applicable), if:
- 2.3.1 you fail to pay the College's final invoice;
  - 2.3.2 you owe the College fees in lieu of notice (whether in accordance with Clause 3.1 or Clause 5.1);
  - 2.3.3 your child does not take up their place at the College, in accordance with Clause 3;
  - 2.3.4 your child is excluded or required to be removed from the College, in accordance with Clause 7.4.2; and/or
  - 2.3.5 the College terminates the Parent Contract, in accordance with Clause 14.1.1.
- 2.4 What happens to donated deposits. Where you have ticked the donation box set out in the Acceptance Form, you direct the College to apply the deposit on your behalf to the Group's foundation. You will be responsible for making the final payment of the Fees or other sums due to the College on your child's leaving (unless otherwise stated in these terms and conditions).

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the College and what happens if you withdraw at that stage.

## **3. Withdrawing your Acceptance of a Place before your child joins the College**

- 3.1 Notice to withdraw your acceptance of a place before your child joins the College. **If you wish to withdraw your acceptance of a place BEFORE your child starts at the College you must either give us a term's notice to that effect or pay to the College fees in lieu of notice.** For example, to withdraw your acceptance of a place starting in September you would either need to tell us on or before the first day of the preceding summer term or pay fees in lieu of notice. The only exception to this is if we make an offer of a place in the term immediately before your child is due to join the College, in which case you must either give us notice within fourteen (14) days of the date you accept our offer (in accordance with Clause 2.1) or pay fees in lieu of notice.
- 3.2 If we receive notice. If you provide notice in accordance with Clause 3.1, no fees in lieu of notice will be payable but you will not receive a refund of the deposit. (The only exception to this is if you are entitled to a refund of the deposit under Clause 2.2 above).

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

#### **4. School Fees, Specified Charges and Payment**

4.1 School Fees. Unless set out in the Schedule of Fees or notified to you at any time, the School Fees cover the provision of Education Services and, if applicable, Board and Lodging.

4.2 Specified Charges. The Specified Charges are payable in respect of each Service excluding Education Services and Board and Lodging. Some Specified Charges are optional, and others are not optional. Please see the Schedule of Fees for further information. Any and all Services which are optional are supplied independently from each of the other Services. Board and Lodging is supplied independently from the Education Services.

4.3 VAT and applicable taxes.

4.3.1 Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are exclusive of VAT and any other taxes, which will be added (where applicable).

4.3.2 You may be required to reimburse the College for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the College for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT.

4.3.3 If the College at any time assesses (or HMRC at any time determines) that any of the Services supplied by the College under this contract are subject to VAT, and the College has not already charged you VAT on the applicable Fees for those Services, the College will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the College notifying you.

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

4.4 Who is responsible for payment. **Those with Parental Responsibility are responsible for ensuring that all of the Fees are paid to the College. This is because our contract applies to both of you together and each of you on your own.** In practice this means that if any of the Fees have not been paid then the College can, in its discretion, choose to seek payment of the amount outstanding from either or both of you. The only exceptions to this are set out in Clause 4.5 immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the College, and do not extinguish either of your responsibility for the Fees due under this contract.

4.5 How one parent can remove him/herself from their payment responsibility and circumstances where the College may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract. A parent may be removed from their payment responsibility under this contract but that parent **must** have obtained the prior written consent of both the College and the other parent who has signed the Acceptance Form before submitting such notice. Separately, the College may agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless we agree otherwise in writing.

4.6 How bursary and scholarship awards are treated. A bursary/scholarship or other award may be withdrawn in accordance with the terms upon which such award is made and/or if, in the opinion of the Master, your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you, including in relation to an application for the award)) no longer merit the continuation of the award.

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

4.7 How the School Fees are charged and payment requirements. The School Fees are charged on a termly basis, regardless of the length of any term and regardless of your child's year group. **Each term's School Fees fall due for payment by you on or before the first day of that term by direct bank transfer.** Each term's School Fees will be included in an invoice sent to you (or such other person(s) the College may have agreed separately shall pay the Fees under Clause 4.5 above). **We may not allow your child to attend the College if you do not pay the School Fees on time.**

An agreement by the College to accept payment by instalments is discretionary and will be subject to separate agreement(s) between you and the College.

4.8 Payment of Specified Charges. All Specified Charges for each term (and for other unpaid Specified Charges that were agreed during the previous term) will be included in the College's invoice for the School Fees. All such Specified Charges must be paid in full by direct bank transfer on or before the first day of the next term.

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

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

4.9.1 refuse to allow your child to attend the College, withhold any references, while the School Fees remain unpaid or if there is a repeated or persistent failure by you to pay the School Fees on time. This applies in addition to our right to terminate this contract under Clause 14;

4.9.2 refuse to allow your child to participate in or receive the relevant Service while the applicable Specified Charge remains unpaid;

- 4.9.3 charge interest on the overdue amount at the rate of 1.5 per cent a month. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you;
- 4.9.4 charge an administration fee of £170 on School Fees which remain unpaid 14 days after the commencement of the Term to which they relate;
- 4.9.5 charge you the costs we incur in recovering, or attempting to recover, any unpaid amount from you (including reasonable legal costs); and/or
- 4.9.6 inform any other school or educational establishment to which you propose to send your child of any non-payment or late-payment.

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

- 4.10 *Our ability to increase the School Fees.* Fees are reviewed annually and are subject to increase from time to time. If you receive less than a term's notice of a Fees increase, where you give notice to withdraw your child from the School within twenty one (21) days of that, no fees in lieu of notice will be payable by you.
- 4.11 *Our ability to increase the Specified Charges.* We will review the Specified Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Specified Charges prior to the end of the penultimate term before the increase is to take effect. If you wish to withdraw your child from the College before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the College under Clause 3.1 or Clause 5.1 above.
- 4.12 *Fees will not be reduced due to your child's absence or the College's closure.* Fees will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home because we are providing Education Services remotely for whatever reason. If your child takes study leave at home before or during examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of Fees will be made in respect of any periods spent at home.
- 4.13 *Information on your identity and the source of funds.* From time to time we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:
  - 4.13.1 your identity;
  - 4.13.2 your child's identity;
  - 4.13.3 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;
  - 4.13.4 your child's right to enter, live and study in the United Kingdom;
  - 4.13.5 the legitimate source of funds you are using to pay the Fees; and
  - 4.13.6 information provided to us as part of, or in connection with, an application for (or our grant of) a bursary/scholarship award.



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

- 4.14 Allocation of payments to your Fees account. The College is entitled to allocate payments from you to your account as it sees fit. For example, the College is entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the College.
- 4.15 How School Fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the College. Where you and the College have entered into an agreement incorporating the FIA Terms and Conditions (i.e., where you have prepaid all or part of the School Fees due under this contract) you will still need to meet the difference (if any) between the amount per term prepaid under the FIA Terms and Conditions and the total Fees and other amounts due in respect of your child each term under this contract. The College will provide a termly statement of account in respect of the School Fees, Specified Charges and other amounts due, and the difference will be payable in accordance with the terms of this contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *it sets out what period of notice we require from you if you wish to withdraw your child from the College, change the nature of your child's place at the College, or remove your child from participating in or receiving a Service for which there is a Specified Charge.*

## **5. Notice Requirements**

- 5.1 Notice to withdraw your child from the College. **If you wish to withdraw your child from the College, you must either give us a term's notice or pay to the School fees in lieu of notice.** Those fees in lieu of notice will be charged at the rate for the term that would have been the final term of your child's education, had you given a term's notice (and not the rate for the term when you gave notice). For example, if you wish to withdraw your child with effect from the start of the Michaelmas term then you would either need to tell us in writing on or before the first day of the preceding summer term or pay fees in lieu of notice (at the rate applicable for the Michaelmas term). The College will apply the deposit you have paid (without interest or any entitlement to repayment under Clause 2.2 above) as payment of any such fees in lieu of notice.
- 5.2 Notice to change your child's place at the College. If you wish to change your child's place at the College from a weekly boarding to a day place you must either give half a term's notice or pay to the College the difference between the School Fees for a weekly boarding place and the School Fees for a day place as fees in lieu of notice, and at such rate as would have been charged for the final half term of boarding if a half term's notice had been given (and not the rate for the half term when you gave notice). All other boarding-related changes, for example changing your child's place from a day place to a weekly boarding place (either temporarily or full time), require the College's prior written consent.
- 5.3 The Master's discretion to remove your child from boarding. The Master may in their discretion require you to remove your child from boarding and move them to a day place if the Master considers that:
- 5.3.1 this is in the best interests of your child and/or other children and/or the College; and/or



- 5.3.2 the College is unable to meet your child's needs within the boarding setting (including cases where the College cannot reasonably accommodate adjustments or provide the nature or level of support required by your child within the boarding setting); and/or
- 5.3.3 your child's conduct or behaviour (including conduct or behaviour outside College) is unsatisfactory such that moving your child from a boarding to a day place is considered appropriate.

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

- 5.4 When the relevant amount of fees in lieu of notice must be paid. In cases under Clause 5.1 or Clause 5.2 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.
- 5.5 Notice to withdraw your child from participating in or from receiving a Service covered by a Specified Charge which is optional. If you wish to withdraw your child from participating in or receiving a Service which is covered by a Specified Charge and which is optional, you must either give a half-term's notice to that effect or pay to the College as a debt a half-term's Specified Charges for the relevant Service in which your child has ceased to participate or receive.
- 5.6 Withdrawal part-way through a term does not reduce the amount you owe to the College. It is not possible for you to reduce the amount of Fees due, or to obtain a refund of Fees, by withdrawing your child or by your child's ceasing to participate in or receive a Service part-way through a term.

## **6. School Rules**

- 6.1 Compliance with the School Rules. It is a condition of remaining at the College that you and your child comply with the School Rules. In addition, you must ensure that your child attends College in accordance with our Attendance Policy, attends punctually, and that your child conforms to any rules of appearance, dress and behaviour we may issue.
- 6.2 We may undertake drugs and alcohol testing of your child. The College may undertake drug and alcohol testing of students in accordance with its drug and alcohol policy as set out in the School Rules. The drug and alcohol policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all students.
- 6.3 Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media. **The College may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media.** We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate or necessary for the College to do so in connection with the College's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## **7. Suspension, Exclusion and Required Removal**

- 7.1 The Master's discretion to suspend or exclude your child from the College. The Master may in their discretion suspend or, in serious or persistent cases, exclude your child from the College if the Master considers that your child's conduct or behaviour (including behaviour or conduct outside College or online) is unsatisfactory and/or the suspension or exclusion is in the College's best interests and/or those of your child or other children.

- 7.2 Where you can find examples of offences punishable by suspension or exclusion. The School Rules, the College's Behaviour Policy, and the College's Exclusion Policy set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Master may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the College may be taken into account.
- 7.3 The Master's discretion to require you to remove your child from the College. Instead of exclusion or suspension, the Master may in their discretion require you to remove your child from the College if the Master considers that:
- 7.3.1 your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or represents a serious or persistent breach of the Parent Code of Conduct or any code of conduct in place with regards to parents; and/or causes a breakdown of trust and confidence; and/or adversely affects (or is likely to adversely affect) your child's and/or other children's progress at the College, and/or the wellbeing of College staff; and/or brings (or is likely to bring) the College into disrepute (among the College community or the general public); and/or is not in accordance with your obligations under this contract. The College's Exclusion Policy and Parent Code of Conduct set out a non-exhaustive list of examples of parental conduct that is likely to warrant required removal; and/or
  - 7.3.2 your child's attendance and/or progress at the College is unsatisfactory and/or in the reasonable opinion of the Master, the removal is in the College's best interests and/or those of your child and/or other children; and/or
  - 7.3.3 separate to the Master's discretion to suspend or exclude your child under Clause 7.1, your child's conduct or behaviour (including conduct or behaviour outside College), is unsatisfactory and/or the required removal is in the College's best interests and/or those of your child and/or of other children; and/or
  - 7.3.4 the College is unable to meet your child's needs, including cases where the College cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.
- 7.4 What happens if your child is suspended, excluded or removed from the College. Should the Master exercise their right under either Clause 7.1 or Clause 7.3 above:
- 7.4.1 you will not be entitled to any refund or remission of Fees due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;
  - 7.4.2 in respect of exclusions and required removals under Clause 7.3.1, the deposit will be forfeited and retained by the College; and
  - 7.4.3 in respect of exclusions and required removals, fees in lieu of notice will not be payable and any Fees that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.
- 7.5 Impact of exclusion or required removal on this contract. This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the College and the College will stop providing the Services.

- 7.6 *Your right to have decisions to exclude or require the removal of your child reviewed.* You are entitled to have any decisions taken by the College and/or Master to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the final stage of the Exclusion Policy.

## **8. The College's Obligations**

- 8.1 *The period of your child's schooling.* Subject to these terms and conditions, the College will provide the Services (except any optional Services that you have chosen not to receive) and accept your child as a student from the time of joining the College until the end of Year 13.
- 8.2 *Moving up to the Sixth Form.* The College is not obliged to permit your child to enter the sixth form unless satisfied that it is appropriate to do so having regard to their academic attainments and all other relevant circumstances. The College may make a decision as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations. **However, even where the College has imposed conditions on entry into the sixth form, if you wish to withdraw your child prior to entering the sixth form, Clause 5.1 applies.**
- 8.3 *The scope of our duty to exercise reasonable skill and care.* We will exercise reasonable skill and care in the provision of the Services. This obligation will apply during school hours and at other times when your child is permitted to be on College premises or is participating in activities organised by the College. **We cannot accept any responsibility for your child while off the College premises unless they are taking part in a College activity or otherwise under the direct supervision of a member of College staff.**
- 8.4 *Consent to participation in trips and visits, in contact sports and other sports activities.* Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. Further information can be found in the College's Head Injury and Concussion Protocol. You also consent to your child participating in all trips and visits organised in the normal course of your child's schooling. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect your child's safety and welfare, or to respond to breaches of discipline during an educational visit, will be charged as a Specified Charge.
- 8.5 *What happens if your child needs urgent medical attention.* If your child requires urgent medical attention while under the College's care, we will:
- 8.5.1 take action (for example, by contacting the emergency services);
  - 8.5.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';
  - 8.5.3 share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and
  - 8.5.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- 8.6 *We will give you notice of significant changes.* Our website and prospectus describe the broad principles on which the College is presently run. From time to time it may be necessary to make changes to any aspects of the College, including to the curriculum

or to the manner of providing education for your child. Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. If you wish to withdraw your child from the College before the proposed change is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the College under Clause 3.1 or Clause 5.1 above.

8.7 *Your child's progress and needs at the College.* We will monitor your child's progress at the College and produce regular written reports. **We will advise you if we have any serious concerns about your child's progress but we do not undertake to diagnose dyslexia, ADHD, or other conditions.** A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the College to understand the nature and extent of your child's needs and what support it may be appropriate for the College to consider. Such assessments can be arranged either by you or by the College, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the College to understand what support may be appropriate for the College to consider, the College will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the College in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments. Please note that any additional support required in connection with your child's special educational needs may carry a Specified Charge.

8.8 *Religious observance and relationships and sex education (RSE) and health education.* Religious observance, relationships and sex education (RSE) and health education at the College will be conducted in accordance with the College's policies.

## **9. The Parents' Obligations**

9.1 *We require your co-operation.* In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Master and College staff, need your co-operation.

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

9.2.1 maintaining a constructive relationship with College staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the College are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);

9.2.2 complying with the Parent Code of Conduct and any policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time;

9.2.3 encouraging your child in their studies, giving appropriate support at home, and ensuring your child attends school in accordance with our Attendance Policy;

- 9.2.4 keeping the College up-to-date and informed about matters which affect or may affect your child, including any matters that are relevant to the your child's safety and security;
- 9.2.5 ensuring that all details or other information notified or otherwise disclosed to the College about you and/or your child are accurate, truthful and not misleading and that relevant details and information, or changes to any of them, are not withheld and are shared in a timely and transparent manner;
- 9.2.6 engaging with the College in a cooperative and transparent manner and providing assistance to the College so that your child can participate in, and benefit from, the College's provision of the Services; and
- 9.2.7 attending meetings and keeping in touch with the College where your child's interests so require.

9.3 *You must notify us of your child's health/medical conditions or special educational needs.* **It is a condition of your child's joining and remaining at the College that you complete and submit to the College a medical questionnaire in respect of your child.** You must inform the College of any health or medical condition, special educational need(s), disability or allergies that your child has at the time of joining the College or which subsequently changes or develops after joining the College, whether underlying, long-term, or short-term, including any infections or injuries. You must also provide us, whether upon further request by the College or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the College in relation to the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14.1.2 below.**

9.4 *Circumstances where we may require you to keep your child away from College.* The College reserves the right to require your child to remain away from College in the following circumstances:

- 9.4.1 due to a health or safety risk (including a virus, pandemic, epidemic or any other health or safety risk, including circumstances where the College reasonably concludes that your child does or may pose a risk of harm to themselves or others). We may provide Education Services to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate. For the avoidance of doubt, the College is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate; and/or
- 9.4.2 where a potential ground for required removal or exclusion is being investigated by the College and this relates to the conduct of your child or engages their (or another child's) safety or well-being. In such circumstances, the requirement to keep your child away from College would be a neutral act during the investigation procedure. (Alternatively, your child may be placed under a special regime if they remain on College premises); and/or
- 9.4.3 in accordance with Clause 4.9.1 (i.e. where you have failed to pay the Fees in full and on time).

- 9.5 You must notify us of any special arrangements needed for your child. You must inform the College of any situations where special arrangements may be needed for your child, including for their education or welfare, and provide on reasonable request from the College such further information as may be reasonably required by the College to understand the basis for and scope of such arrangements.
- 9.6 You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child. You must inform the College if, at any time prior to or during your child's time at the College, a court order is put in place or an undertaking is given to a court in relation to your child's attendance at the College and/or the College's provision of education to your child. In any such circumstances you must promptly provide the College with relevant information, including copies of the relevant court order(s) or undertaking(s), having obtained the permission of the court if necessary.
- 9.7 We require you to nominate a 'responsible adult' for us to contact in your absence. If at any time during your child's time at the College you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than 24 hours then you must also inform the College immediately in writing and provide the details required by the College as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- 9.8 Receiving information from you and sharing information with you. The College is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below or otherwise according to the circumstances, you (and each of you) accept that the College is entitled to treat:
- 9.8.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
  - 9.8.2 any communication from the College to one of you as having been given to both of you.

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

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

- 9.9 We are entitled to require that notices of withdrawal must be signed by both parents. **A notice of withdrawal of your child served under this contract (ie, under any of Clauses 3.1, 4.6, 4.11, 5.1 or 5.2) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the College is entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).**
- 9.10 You must notify us of your child's absence from the College. The College must be informed as soon of your child's absence from the College. You can do this by

contacting the College Office. Wherever possible the College's prior consent should be sought for absence from the College.

- 9.11 *Raising concerns with the College and making formal complaints.* If you have cause for concern about your child's safety, care, discipline or progress you must inform the College as soon as possible. Complaints should be made in accordance with the Complaints Procedure.

## **10. Insurance**

*Your responsibility to make your own insurance arrangements.* You must make your own insurance arrangements if you require cover for your child or their property while at College or for the payment of Fees due to absence of your child or closure of the College premises.

## **11. How we may use Personal Information; References; and Data Protection**

- 11.1 *References for your child.* We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given about him/her is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

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

- 11.2.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the College; and
- 11.2.2 inform the College of any change to your or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the College, including relevant contact details.

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

- 11.3.1 as set out in this Clause 11, and in the College's '*Privacy Notices*' which are available on the College's website, as may be amended from time to time;
- 11.3.2 to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- 11.3.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the College's purposes.

## **12. Intellectual Property Rights**

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



work, including where the work is created jointly with a member of staff or another student, the College may use that work for the purpose of promoting the interests of the College, including exhibiting it, publishing it in the College magazine or putting it or a copy of it on the College's intranet, social media or public website.

### 13. **Changes in Ownership, etc**

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

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

### 14. **Ending this Contract**

14.1 *Our rights to end the contract.* In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 7, the College may end this contract at any time by notice in writing to you:

- 14.1.1 without any obligation to return any deposit or Fees to you, if:
- (a) you do not make a payment to us when it is due and you still do not make payment within twenty-one (21) days of us reminding you that such payment is due;
  - (b) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of the Services by the College to your child (such as misrepresenting at any point in time that your child is legally entitled to enter and study in the United Kingdom when in fact your child is not or any information about your child's health, medical conditions, special educational needs, disability or allergies);
  - (c) you fail or refuse to provide us at any time with information we require under Clause 4.13; or we are not satisfied with the information you have provided (if any). Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided;
  - (d) your child no longer holds an immigration status which confers a right to study in the UK;
  - (e) you (or either of you):
    - (aa) are unable, following our request, to demonstrate that you will be able to pay the Fees due under this contract;
    - (bb) repeatedly or persistently fail to pay the Fees when they fall due for payment;

- (cc) are otherwise unable to pay your debts as they fall due; or
- (dd) are the subject of a bankruptcy petition or order, or enter into an individual voluntary arrangement; or
- (f) you otherwise do not comply with (i.e., you breach) your obligations under this contract (including under Clause 9) such that we have a legal right to end the contract because of something you have done wrong; or,
- (g) in the Master's reasonable discretion, the College is not able to provide, or is compromised in providing, the Services it needs to in satisfaction of its obligations under this contract; or

14.1.2 with one Term's notice by ordinary post or email, where the College has good cause and following consultation with you and your child (if of sufficient maturity and understanding). Subject to Clause 2.3, unless you indicate that you would like to donate the deposit to the Group's foundation, the deposit will be returned to you on your child's leaving.

14.2 *Your rights to end the contract.* In addition to where you withdraw your child, you may end this contract at any time by notice in writing to the College if:

14.2.1 you have a legal right to end the contract because of something we have done wrong; or

14.2.2 the College becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

14.3 *When this contract will end if not terminated early.* For the avoidance of doubt and without you or us having to provide notice, this contract will end at the end of your child's schooling (i.e., on the normal leaving date as set out in Clause 8.1).

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

## **15. Events outside of our, or your, control**

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

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

15.3 *Events lasting more than 6 months.* If the College is wholly and completely prevented from performing all of our obligations as a result of an event (and we are unable to provide Education Services remotely) for a continuous period of more than six (6) months, the College will notify you of the steps we plan to take to ensure performance

of the contract after such period and you will then, following receipt of such notice, be entitled to end this contract on written notice to the College and without giving a term's notice or paying fees in lieu of notice.

- 15.4 What happens if your child is affected by an event outside of **your** control. Subject to Clause 4.12 (which means that you are not entitled to a refund or reduction in Fees in cases of illness or absence), if your child is wholly and completely unable to receive any of the Education Services (including remotely) due to reasons caused by an event you must give the College notice in writing and the following provisions shall apply:

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

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

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

## **16. Communications between you and the College**

- 16.1 We will use the contact details held by the College to contact you. Communications (including notices) will be sent by the College to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the College of any change of address(es) or other contact details.**

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

16.2.1 sent by email to the college@thomas-s.co.uk; or

16.2.2 delivered by hand or post to the College.

**We recommend that if you provide notice under any of Clauses 3, 4.6, 4.10, 4.11, 5.1, 5.2 or 5.4 (which are the provisions dealing with withdrawing your child from the College or otherwise changing their place) you telephone the College to confirm receipt if you have not received an acknowledgement from us within 3 days.**

## **17. The Law that applies to this contract and where legal proceedings may be brought**

- 17.1 The law that applies to this contract. The contract between you and the College is governed by English Law and either you or the College must bring legal proceedings in respect of this contract in the English courts.

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

enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

**18. Changes to these Terms and Conditions**

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