

## PARENT CONTRACT

### SCHOOL TERMS AND CONDITIONS

#### 1. DEFINITIONS

- a. Meanings of some words and phrases we use in these terms and conditions.

In these terms and conditions (and in the Acceptance Form to which these terms and conditions are attached) some words and phrases have particular meanings and have to be defined. Such defined terms are set out here:

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

**"Child"** means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

**"The Complaints Procedure"** is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. It does not form part of the contract between you and the School. A copy of the procedure is available from the School at any time upon request;

**"Fees"** means the fees set out in the Schedule of Fees as amended from time to time;

**"Fees in Advance Agreement"** means the supplemental terms and conditions relating to the School's fees in advance scheme;

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

**"Initial Registration Fee"** means the sum referred to as such in the Acceptance Form (and that is separately set out in the Schedule of Fees);

**"Schedule of Fees"** means the schedule of the School's prevailing fees as published from time to time on the School's website;

**"School Rules"** means the body of rules of the School, including the Behaviour Policy, as may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. A copy of the then-current version of the rules is provided to each child on entry and is sent to parents with the letter offering a place at the School and parents will be given notice of subsequent amendments to the rules;

**"Term"** means a term of the School 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 preceding the term to which the notice relates;

**"Terms and conditions"** means these terms and conditions as amended from time to time;

**"We"** or the **"School"** means the legal entity carrying on as the School as identified in Clause 1(b) below or its duly authorised representative (as the context requires); and

**"You"** or the **"parents"** means each person who has signed the Acceptance Form as a person with parental responsibility for the child or a person who, with the School's express written consent, replaces a person who has signed the Acceptance Form (and "your" shall be construed accordingly).

Use of the words "for example", "includes," or "including" shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

- b. **Who we are.** We are Ecole Jeanine Manuel UK, a charitable company registered in England and Wales. Our company registration number is 09014998, and our registered charity number is 1158643. Our registered office is at 43–45 Bedford Square, London, WC1B 3DN.
- c. **Our contract with you.** The Acceptance Form, the Schedule of Fees, the Fees in Advance Agreement (where applicable) and these Terms and Conditions (as in each case may be varied from time to time) form the terms of a contract (the "contract") between you and Ecole Jeannine Manuel UK. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.
- d. **What does not form part of the contract.** The prospectus, information booklets and website do not form part of the contract with the School. If you wish to place specific reliance on a matter contained in the School prospectus, website or statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting, you should seek written confirmation of that matter before you sign the Acceptance Form.

## 2. ACCEPTANCE, INITIAL REGISTRATION FEE AND WITHDRAWAL OF ACCEPTANCE

- a. **How you accept an offer of a place.** An offer of a place for your child at the School is accepted by your submitting the duly completed Acceptance Form and paying the Initial Registration Fee.
- b. **The non-refundable status of the Initial Registration Fee.** The Initial Registration Fee is not refundable.
- c. **The period of notice we require.** If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the Initial Registration Fee but before your child starts at the School you must give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start.
- d. **If we receive that period of notice.** If you provide the period of notice required by Clause 2(c) the Initial Registration Fee will be forfeited in accordance with Clause 2(b) above but no further fees will be payable.
- e. **If we do not receive that period of notice.** If you do not provide the period of notice required by Clause 2(c) (or if no notice is received at all) a term's fees shall be payable and shall become due and owing to the School on demand as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start and you will forfeit the Initial Registration Fee. Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.

## 3. SCHOOL FEES, SUPPLEMENTAL CHARGES AND PAYMENT

- a. **What the fees include.** The costs incurred in the usual course of the education of your child, as outlined in the Schedule of Fees, shall be covered by the fees unless otherwise notified to you by the School at any time.
- b. **What the fees do not include.** We refer to any items charged to you in addition to the fees as supplemental fees. Any co-curricular activities (such as after-school activities and clubs, private music lessons, trips and visits) in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In addition (and by way of further example), all public examination charges shall be charged as supplemental to the fees. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees.

- c. **Who is responsible for ensuring payment.** Each of you who has signed the Acceptance Form is liable for and must ensure that the whole of the fees and any and all supplemental charges are paid to the School. Each of you has an individual responsibility to ensure that, individually or between you, the fees and supplemental charges owing to the School are paid. This means that the School can seek payment of any outstanding amounts from any person who has signed the Acceptance Form. Court orders (for example, where parents are separated or divorced) and other arrangements between parents and third parties relating to fees do not normally bind or apply to the School, and do not distinguish either parent's liability for the fees and supplemental charges due under this contract.
- d. **Removal of payment responsibility and when the School may accept payment from a third party.** A person who has signed the Acceptance Form may withdraw from their payment responsibility with the School by submitting a term's notice AND PROVIDED THAT they have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form. Separately, the School may (without obligation to do so) 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 and until we agree otherwise in writing.
- e. **How bursaries etc are treated.** If your child has been awarded a scholarship/bursary which includes financial assistance (e.g. by way of a fee remission), your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress or behaviour (or the behaviour or conduct of one of you) no longer merits the continuation of the award, but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable.
- f. **How the fees are charged and payment requirements.** All fees are payable in advance so that the services which the School provides under this contract shall have been paid for prior to the provision of these services. The fees relating to each academic year are payable by you either:
  - i. in three equal payments on a termly basis, regardless of the length of any term. Each term's fees must be paid in full by direct bank transfer (net of any bank charges) on or before the dates in respect of each term as follows:
    - Autumn term: 1st June preceding
    - Spring term: 1st November preceding
    - Summer term 1st March preceding; or
  - ii. under the terms of the Fees in Advance Agreement. Where you and the School have entered into an agreement incorporating the terms and conditions of the Fees in Advance Agreement (ie. where you have made a capital payment of all or part of the fees due under this contract), the School will administer such capital sum to meet the fees pursuant to the Fees in Advance provided that you meet any shortfall between the amount applied by the School under the Fees in Advance Agreement and the total fees due in respect of your child. For the avoidance of doubt, the School will provide a termly statement of account in respect of the fees and supplemental charges and the difference shall be payable in accordance with the terms of this contract.
  - iii. The fees will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School may have agreed separately shall pay the fees under Clause 3(c)(ii) above).

- g. **Payment of supplemental charges.** All supplemental charges for each term will be invoiced separately and such invoice shall be sent to you upon registration for such activities or services for which there is an additional charge. All such supplemental charges must be paid in full within two weeks of the date of invoice.
- h. **Non-payment of fees and supplemental charges:**
- i. We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees and/or supplemental charges remain unpaid or there is a persistent default in relation to the payment of fees and/or supplemental charges. The School is not obliged to provide educational services (including remotely) for any period your child does not attend school because the fees remain unpaid.
  - ii. We may refuse to allow your child to participate in the relevant activity, receive the relevant service or sit the relevant public examination while the applicable supplemental charge for that activity or service remains unpaid.
  - iii. If you do not make any payment to the School by the due date for payment, we may make an interest charge of 3 per cent per annum above the base rate for the time being of the School's bank on the overdue amounts. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay the School the interest together with the overdue amount.
  - iv. Unless we expressly agree otherwise in writing with you, if we reasonably and properly incur any costs (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the School's favour) in recovering or attempting to recover fees and/or any supplemental charges from you (or either of you) that have not been paid in accordance with the terms of this contract, then you shall be responsible for paying such costs in addition to the fees and/or supplemental charges (as the case may be) and any interest applied to such amount(s).
  - v. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.
- i. **Our ability to increase the fees.** The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you prior to the end of the penultimate term before the increase is to take effect.
- j. **No reduction in fees for absences.** Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.
- k. **Appropriation.** Except where expressly agreed with you otherwise, the School shall be entitled to allocate payment from you to your account as it sees fit.
- l. **Information about your identity and the source of funds.** From time to time, we may ask you to provide us with this sufficient information so that we can properly and accurately verify to our satisfaction:
- your identity;
  - your child's identity;
  - that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or similar sanctions imposed by any competent authority;

- your child's right to enter, live and study in the United Kingdom; and
  - the legitimate source of the funds you are using to pay the fees
  - You must provide to the School the information and documentation that we ask for.
- m. **Applicable taxes.** All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

#### 4. NOTICE REQUIREMENTS

- a. **Notice to withdraw your child from the School.** If you wish to withdraw your child from the School (other than at the normal leaving date at the end of the Sixth Form), you shall either give a term's notice to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.
- b. **When fees in lieu of notice are payable.** In cases under (a) above, the appropriate sum in lieu of notice will become payable by you upon demand as a debt .
- c. **Notice to withdraw your child** from participating in an activity or service covered by a supplemental charge. If you wish to withdraw your child from an activity or service charged for as supplemental, you must either give a term's notice to that effect or pay to the School as a debt a term's charges for the activity or service in which your child has ceased to participate.
- d. **Withdrawal part-way through a term does not reduce the amount you owe to the School.** The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due or to obtain a refund of fees or supplemental charges by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

#### 5. SCHOOL RULES

- a. **Compliance with School Rules.** It is a condition of remaining at the School that you and your child (in each case to the extent applicable) complies with the School Rules. In addition, you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as may be issued by the School from time to time (if not already included within the School Rules).
- b. **Drugs testing.** The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- c. **Monitoring your child's communications and internet use.** The School reserves the right, subject to applicable data protection legislation, to monitor your child's email and messaging communication, internet and Wi-Fi use, social media and internet use for the purpose of ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

#### 6. DISCIPLINARY PROCEDURES

- a. **The Head's discretion on disciplinary matters.** The Head may in his or her discretion suspend or, in serious or persistent cases, expel your child from the School if the Head reasonably considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.
- b. **Circumstances when the Head may require the removal of your child.** The Head may in his or

her discretion require you to remove your child from the School if the Head reasonably considers that:

- i. your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the well-being of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract; and/or otherwise undermines the relationship of trust and confidence between you and the School; or
  - ii. your child's conduct, attendance or progress is unsatisfactory and/or your child is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School and, in the reasonable opinion of the Head, the removal is in the best interest of the School, your child or other children; or
  - iii. the removal is otherwise in the best interests of your child and/or other children for example, in light of your child's wellbeing.
- c. **What happens if your child is suspended, excluded or removed.** Should the Head exercise his or her right under either Clause 6(b)) above:
- i. you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;
  - ii. save in cases of suspension or a required removal under Clause 6(b)(iii), the Initial Registration Fee will be forfeited;
  - iii. in respect of exclusions and required removals, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the term in which the expulsion/require removal occurred will be refunded.
- d. **Examples of offences punishable by suspension or expulsion.** The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- e. **Your right to a review.** You are entitled to have decisions taken by the School and/or Head to exclude or require the removal of your child under this Clause 6 reviewed. Any such review shall be governed by Stage 3 of the Complaints Procedure.

## 7. THE SCHOOL'S OBLIGATIONS

- a. **Period of your child's schooling.** Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling at the end of the Sixth Form.
- b. **Scope of our duty of care.** While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of School staff.
- c. **Physical contact and participation in contact sports and similar activities.** We will not subject your child to physical contact except where such contact may be deemed appropriate, including in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child



participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.

- d. **What happens if you child requires urgent medical attention.** If your child requires urgent medical attention while under the School's care, we will:
- i. take action (for example, by contacting the emergency services);
  - ii. try to contact you and, if we cannot contact you, try to contact any named emergency contact;
  - iii. share relevant information that we hold about your child with any emergency services or treating medical professional; and where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- e. **Changes to the School.** From time to time it may be necessary to make changes to any aspects of the School, including term dates, the School day, the School premises and facilities, the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises)), and we reserve the right to do so. We will endeavour to give you notice of any 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. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 4(a) above.
- f. **Monitoring your child's progress.** We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia, ADHD or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's needs.

## 8. THE PARENTS' OBLIGATIONS

- a. **We require your co-operation.** In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and the School staff need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- b. **Examples of co-operation and assistance we require.** In addition to your other obligations included elsewhere in these terms and conditions (including in the remainder of this Clause 8), you undertake to co-operate with the School and School staff in good faith, and including in particular by:
- i. maintaining a constructive relationship with School staff, acting reasonably, and ensuring that the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate;
  - ii. encouraging your child in his or her studies, and giving appropriate support at home;
  - iii. keeping the School up-to-date and informed of matters which affect (or may affect) your child (including circumstances which arise at any time that affect (or may affect) your ability to pay the fees and supplemental charges for your child);
  - iv. ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
  - v. providing cooperation and assistance to the School so that your child can participate and benefit from the School's provision of education (including where the School may wish/need

- to provide such education remotely); and
- vi. attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- c. **You must notify us of health conditions etc.** It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School (and provide, whether upon further request by the School or otherwise, any reports or other materials relevant to the same) of any health or medical condition, special educational need(s), disability, social emotional and mental health need(s) or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same and cooperate with the School in relation to such reports and materials. 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 13(a) below.
  - d. **When you may be required to keep your child away from School.** If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. Where it is considered appropriate in such circumstances we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
  - e. **Informing us of special arrangements needed for your child.** You must inform the School of any situations where special arrangements may be needed in relation to your child, including in relation to their education and welfare. You also undertake to inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or that somehow relates to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child, including any which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof) having obtained the permission of the court if necessary.
  - f. **We are entitled to expect that you have consulted with each other about decisions relating to your child.** You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, subject only to Clause 8(6) below, you (and each of you) accept that the School is entitled to treat:
    - i. any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
    - ii. any communication from the School to one of you as having been given to both of you.
  - g. **You must both provide notice of withdrawal.** A notice of withdrawal of your child served under this contract (i.e. under any of Clauses 2(c), 3(c)(iii), or 4(a) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).



- h. **Notifying us of your child's absence.** The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- i. **Raising concerns and complaints.** If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

## 9. INSURANCE

- a. **Your child's personal property.** You and your child are responsible for the security and safe use of your child's personal property and you must ensure that all such property is clearly marked with your child's name.
- b. **Responsibility for insurance arrangements.** You must make your own insurance arrangements if you require cover for your child's person or property while at School or on the way to or from School or on any School sponsored activity away from the School. The School is not the agent of the parents for any purposes related to insurance.

## 10. REFERENCES, CONFIDENTIALITY AND DATA PROTECTION

- a. **We may supply a reference.** The School may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable 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.
- b. **We will need to use information relating to you and your child for certain purposes connected with running the School.** This will include name, contact details, school records, photographs and video recordings (including recordings of lessons), both whilst your child is at the School and after he or she has left for the purposes of:
  - i. managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
  - ii. promoting the School to prospective pupils/parents;
  - iii. publicising the School's activities; and
  - iv. communicating with the school community and the body of former pupils.

In respect of (ii), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium), the School's website(s) and (where appropriate) the School's social media channels. Should you not wish for your child's image to be used in such publications, you will be required to express this by contacting the School's Data Protection Officer at [dpo@jmanuel.uk.net](mailto:dpo@jmanuel.uk.net) .

- c. **You must update us of any changes to information about you and your child.** You undertake to:
  - i. confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) you and/or your child that is held by the School; and
  - ii. inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

- d. **We will send information about your child to both of you.** You acknowledge and agree that those persons who have parental responsibility for your child are entitled to receive relevant information about the child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 2018).
- e. **Data Protection Law.** The School will process personal data about you and your child in accordance with the Data Protection Act 2018 (as amended or superseded) and other related legislation. The School may process this personal data:
  - i. as set out in this clause, and in the School's Data Protection Policy which is available on the School's website as may be amended from time to time;
  - ii. in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirements; and
  - iii. to perform our obligations under this contract or where otherwise reasonably necessary for the School's purposes.

## 11. INTELLECTUAL PROPERTY RIGHTS

We shall recognise any intellectual property created, generated or owned by or vested in your child. Intellectual property, including copyright, created solely by your child in the course of their studies or in connection with the School will be owned by your child. Where your child creates a work protected by an intellectual property right in the course of their studies or in connection with the School jointly with an employee of the School, the intellectual property right shall be owned jointly by your child and the School. You hereby grant a non-exclusive licence to the School permitting the use by the School of all intellectual property rights created by your child in the course of their studies or in connection with the School, either alone, jointly with another pupil, or jointly with an employee of the School.

## 12. CHANGES IN OWNERSHIP ETC.

For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation with another enterprise, we may transfer the undertaking of the School to any other natural or legal person or organisation, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamation. The transfer will not affect your rights under this contract.

## 13. ENDING THIS CONTRACT

- a. **Our rights to end the contract.** In addition to where this contract is terminated automatically as a result of a permanent exclusion or required removal under Clause 6, the School may end this contract at any time by notice in writing to you, without any obligation to return any monies or fees paid to you if you are in material breach of any of your obligations under this contract or any similar agreement with the School (including for the avoidance of doubt persistent late or non-payment of fees and/or supplemental charges) and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen (14) days of a notice from the School requiring it to be remedied. For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling the School to terminate this contract:
  - i. Failure to pay any fees or supplemental charges on time on more than one occasion;
  - ii. You (or either of you) make a serious misrepresentation of facts or circumstances or withhold important information about you and/or your child or that is relevant to the provision of education or care by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or

your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/they are not) or any information about your child's health, medical condition, special needs, disability or allergies; and

- iii. Failure or refusal to complete and submit to the School a medical questionnaire in respect of your child and/or failure to inform us of your child's absence;
  - iv. You (or either of you) are unable, following our reasonable request, to demonstrate that you will be able to pay the fees and supplemental charges as they fall due under this contract; are otherwise unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; or enter into an individual voluntary arrangement;
  - v. you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract;
  - vi. your child no longer holds an immigration status which confers a right to enter and study in the UK and you have been unable to resolve this issue within a reasonable timeframe.
- b. **Termination of a term's notice.** We may terminate this contract on one term's notice to you. We will not terminate this contract without good cause and without consultation with you.
- c. **Your rights of termination.** You may at any time cancel this contract forthwith by notice in writing (without prejudice to any of your other remedies) if the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason or if the School does not comply with its own obligations under this contract.
- d. **When this contract will end if not terminated early.** For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or the end of the Sixth Form, whichever is later. 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 invoices. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

#### 14. FORCE MAJEURE (I.E. CIRCUMSTANCES BEYOND YOUR/OUR CONTROL)

- a. **What we mean by a 'force majeure' event.** In this contract "force majeure" shall mean any cause beyond a party's reasonable control (including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
- b. **What happens if we are affected by a force majeure event.** In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this contract, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will not be responsible for those of our obligations which are prevented or delayed during the continuance of the force majeure. To the extent reasonably practicable in the circumstances the School shall endeavour during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).
- c. **Events lasting more than 6 months.** If the School is wholly and completely prevented from performance of all of its obligations as a result of force majeure event (and is unable to provide educational services remotely) for a continuous period greater than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and

you shall then, following receipt of such notice, be entitled to cancel this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

- d. **What happens if you are affected by a force majeure event.** Subject to Clause 3(h), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- i. You shall, in consultation and cooperation with the School, use all reasonable endeavours to mitigate the effect of the force majeure in order to continue to perform the 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;
  - ii. In circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School (including remotely) then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and
  - iii. In the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School (including remotely) for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

## 15. COMMUNICATIONS

- a. **Notices must be in writing.** When this contract requires you or the School to give notice of something in writing then this must be done in writing.
- b. **We will use contact details held by the School.** Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. You undertake to notify the School of any change of address(es) or other contact details.
- c. **How to provide written notice to the School.** Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:
- i. Delivered by hand to the School;
  - ii. Sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
  - iii. Otherwise sent to the School's email address to [cfo.office@jmanuel.uk.net](mailto:cfo.office@jmanuel.uk.net).
  - iv. In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that notices you may wish to serve under any of Clauses 2(c), 3(c)(iii), 4(a), 4(b) or 4(d) of these terms and conditions you telephone the School to confirm receipt if you have not received an acknowledgement from us within one week during term time and two weeks during school holidays after sending such notice.

## 16. INTERPRETATION

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

## 17. JURISDICTION AND GOVERNING LAW

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including disputes or claims relating to non-contractual obligations) shall be governed by and construed in accordance with the law of England and you and the School must bring legal proceedings in respect of this contract in the English courts. 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. VARIATIONS

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

## 19. ENTIRE AGREEMENT

This contract constitutes the entire agreement between you and the School. You and the School acknowledge that in entering into this contract, neither party has relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract and each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

## 20. RIGHT TO CANCEL

- a. Right to cancel. You have the right to cancel this contract within 14 days after signing the Acceptance form (the "Cooling Off Period") without giving any reason. The Cooling Off Period will expire after 14 days from the day of acceptance of a place through the signature of the Acceptance Form. To exercise the right to cancel, you must inform the School of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email) to [cfo.office@jmanuel.uk.net](mailto:cfo.office@jmanuel.uk.net). To meet the cancellation deadline, you must send us your communication concerning your exercise of the right to cancel before the Cooling Off Period has expired. If you wish to withdraw your acceptance of a place after the Cooling Off Period, you must provide the notice required by Clause 2(c).
- b. Effects of cancellation. If you cancel this contract within the Cooling Off Period, we will reimburse you all payments received from you (except for the non-refundable Initial Registration Fee) save that if your child has started to attend the School, you shall pay us an amount of the fees which is in proportion to the days attended until you communicated to us your cancellation of this contract. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.