



Updated May 2025

Terms & Conditions

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

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

If you think there is a mistake in these terms, or if anything is unclear or you would like to have something further explained to you, then please contact the School Bursar to discuss. [School Bursar: Barrie Star - bursar@dallingtonschool.co.uk](mailto:bursar@dallingtonschool.co.uk)

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 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;
- **"Complaints Procedure"** means 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 is not intended to form part of the contract between you and the School. A copy of the most up-to-date procedure is on the School's website and is otherwise available from the School 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 School's provision of classes and lessons to your child
- **"Fees"** means the termly fees set out in the Schedule of Fees;
- **"fees in lieu of notice"** means a term's School Fees calculated in accordance with (as applicable) Clause 4.3 or Clause 6.1. Where applicable, fees in lieu of notice will be reduced to take account of any scholarship or bursary awarded to you;

- **"Head"** means the person appointed by the Governors of the School to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated;
- **"Schedule of Fees"** means the published note of the School's prevailing fees notified to you from time to time and a copy of which remains available on the School's website and from the School at any time upon request;
- **"Home School Agreement"** means the expected behaviours of the School 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 these behaviours is provided to each child on entry and is sent to parents with the Acceptance Form. Parents will be notified of subsequent changes to these;
- **"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 before the term to which the notice relates. For example, a term's notice is required to withdraw your child from the School. 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 spring term immediately before;
- **"terms and conditions"** means these terms and conditions as may be amended from time to time;
- **"we"** or the **"School"** means the legal entity carrying on as the School as identified in Clause 1.2 below; and
- **"you"** or the **"parents"** means each person who has signed the Acceptance Form as a holder of 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.
- **"Flexi-School"** is an arrangement for providing a full-time education with the child attending school part of the time and educated elsewhere or at home for the rest of the time. It is an individual arrangement made between the school and the parent with the parent being ultimately responsible for the child's compulsory education and progress.

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 Dallington School Limited, a private limited company registered in England and Wales. Our company registration number is 03649660, our registered office is at 5 Underwood Street London N1 7LY. Our VAT registration is 478 7952 17.

1.3 Our contract with you.

The Acceptance Form, the Schedule of Fees, the Home School Agreement and these terms and conditions (as in each case may be amended from time to time) form the terms of the agreement (the "contract") between you and the School. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

2. Admission and Entry to the School

2.1 Registration and Admission:

Applicants will be considered as prospective students for admission and entry to the School when the Registration Form has been completed and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place. The admissions requirements and process are set out in the School's Admissions Policy current at the time and published on the website. "Admission" occurs when the Parents accept the offer of a place. "Entry" occurs on the date when the Pupil attends the School for the first time under these terms and conditions.

2.2 Flexi-School Registration and Admissions

Admission on a flexi-school basis is managed in a personalised way based on the individual needs of each prospective flexi-school enquiry. Applicants for Flexi-School will be considered as prospective students for admission and entry to the School when the Registration Form has been completed and the non-returnable Registration Fee paid. Flexi-School Admission will be governed by our Flexi-Schooling Policy along with these Terms and Conditions.

3. Acceptance and Deposit

3.1 How you accept our offer of a place.

An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.

3.2 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 School unless and until it is applied or forfeited in accordance with this contract. Subject to [Clause 3.3](#), [unless you indicate that you would like to donate the deposit to the School's development fund, the deposit will be returned to you on your child's leaving.

3.3 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:

- 3.3.1 you fail to pay the School's final invoice;
- 3.3.2 you owe the School fees in lieu of notice (whether in accordance with [Clause 4.1](#) or [Clause 6.1](#));
- 3.3.3 your child does not take up their place at the School, in accordance with [Clause 4](#);
- 3.3.4 your child is excluded or required to be removed from the School, in accordance with [Clause 8.4.2](#); and/or
- 3.3.5 the School terminates the Parent Contract, in accordance with [Clause 15](#).

3.4 What happens to donated deposits

Where you have ticked the donation box set out in the Acceptance Form, you direct the School to apply the deposit on your behalf to the School's development fund. You will be responsible for making the final payment of the Fees or other sums

due to the School 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 School and what happens if you withdraw at that stage.

4 Withdrawing your Acceptance of a Place before your child joins the School

4.1 Notice to withdraw your acceptance of a place before your child joins the School.

If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice. This means that if, for example, your child is due to start at the School in September then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding summer term or pay the fees in lieu referred to above. 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 School, in which case you must either give us notice within fourteen (14) days of the date you accept our offer (in accordance with [Clause 3.1](#)) or pay fees in lieu of notice.

4.2 If we receive a term's notice.

If you provide notice in accordance with Clause 4.1, no fees in lieu of notice will be payable but as you have not taken up your child's place at the School you will forfeit the deposit. The only exception to this is where you have provided notice in accordance with Clause 4.1 above and the School actually fills the specific place created by your child's withdrawal, in which case the School will refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs. You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to fill the vacancy created by your child's withdrawal.

4.3 If we do not receive that period of notice.

If you do not provide us with notice before the last day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the School upon demand as a debt. The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 3.2 above) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.

5 School Fees, Supplemental Charges and Payment

5.1 What the fees include.

Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of educating your child.

5.2 What the fees do not include:

Supplemental charges. We refer to any items charged to you in addition to the fees as supplemental charges. By way of example, any extra-curricular activities (such as individual music lessons, Extended Provision and clubs or trips) in which you

agree in advance your child may participate and which need to be paid for, will be supplemental to items met by the fees and charged for accordingly. 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.

5.3 VAT and applicable taxes.

- 5.3.1 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).
- 5.3.2 You may be required to reimburse the School for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School 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.
- 5.3.3 If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School 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 School notifying you.

PLEASE READ THIS NEXT SECTION CAREFULLY - it deals with your responsibility to pay the School Fees and supplemental charges.

5.4 Who is responsible for payment?

Each of you are responsible for ensuring that all of the Fees are paid to the School. 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 School 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 5.5 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 School, and do not extinguish either of your responsibility for the Fees due under this contract.

5.5 How one person can remove him/herself from their payment responsibility and circumstances where the School 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 by submitting a term's notice but that person must obtain the prior written consent of both the School and the other parent before submitting such notice. Otherwise, each of you remains liable to the School for all of the fees and supplemental charges due in accordance with Clause 5.4 above. Separately, the School 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.

5.6 How bursary awards are treated.

If your child has been awarded a bursary or other award 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. 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 and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you)) no longer merit the continuation of the award. 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 an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days following the withdrawal of a bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School.

5.7 How the fees are charged and payment requirements.

Each term's tuition fees are listed on the School's website under the 'Admissions' tab. The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you or any other person(s) the School may have agreed separately shall pay the fees under Clause 5.5 above 2 weeks before the beginning of each term. The fees are invoiced 4 weeks in advance and must be paid by direct debit 2 weeks before the first day of the term to which the invoice relates. Please refer to Dallington School's Direct Debit Scheme Terms and Conditions. We may not allow your child to attend the School if you do not pay on time. Instead of making one payment of a term's school fees in advance by direct debit, you may elect to pay the school fees for an academic year, which comprises three terms, in advance, for which a discount will be given. You may also elect to pay a term's fees by three equal instalments by direct debit for which a charge of 3.5% of the term's fees will be levied. The first instalment of the direct debit will be scheduled 2 weeks before the first day of the term, followed by two further instalments on consecutive months following the first instalments.

5.8 Payment of supplemental charges.

Supplemental charges, such as clubs and instrument lessons for each term will be invoiced during the first two weeks of each term. Extended provision, which is booked on an ad hoc basis will be invoiced at the end of each term.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out what rights we have, and what action we may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.

5.9 Consequences of non-payment or late payment.

If you do not make any payment to the School by the due date for payment, we may:

- 5.9.1 refuse to allow your child to attend the School, and withhold any references, (if applicable) 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 15;
- 5.9.2 refuse to allow your child to participate in or receive the relevant Service/Activity while the applicable Supplement Charge remains unpaid;
- 5.9.3 charge interest on the overdue amount at the rate of 3 per cent a year above the base rate from time to time

of the School's bank. 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;

- 5.9.4 charge you the costs we incur in recovering, or attempting to recover, any unpaid amount from you (including reasonable legal costs); and/or
- 5.9.5 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 fees during the course of your child's time at the School.

5.10 Our ability to increase the fees.

We will review the School Fees (usually annually) during the course of your child's education and may increase them. If we:

- (i) give you notice of an increase to the School Fees before the end of the penultimate term before the increase is to take effect, you will have time to consider the increase and, if you wish to withdraw your child from the School 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 School under Clause 4.1 or Clause 6.1 without having to pay fees in lieu of notice;
- (ii) give you notice of an increase in fees which exceeds 5% later than the last day of the penultimate term before the increase is to take effect, you will be entitled to withdraw your child from the start of the following term PROVIDED THAT you give the School notice in writing of the withdrawal within twenty-one (21) days from the date when notice of the increase in School Fees is given. If you provide this notice you will not need to give a term's notice or pay fees in lieu of notice.

5.11 Our ability to increase the Supplemental Charges.

We will review the Supplemental Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Supplemental 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 School 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 School under Clause 4.1 or Clause 6.1.

5.12 Fees and supplemental charges will not be reduced due to your child's absence or the School's closure

Fees and any agreed supplemental charges 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 as a result of us providing Educational Services remotely for whatever reason. If your child takes study leave at home before or during public 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.

5.13 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:

5.13.1 your identity;

5.13.2 your child's identity;

5.13.3 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;

5.13.4 your child's right to enter, live and study in the United Kingdom; and

5.13.5 the legitimate source of funds you are using to pay the Fees; and

5.13.6 information provided to us as part of, or in connection with, an application for (or our grant of) a bursary award.

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

5.14 Allocation of payments to your fees account.

The School is entitled to allocate payments from you to your account as it sees fit. For example, the School is entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.

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 School, change the nature of your child's place at the School or remove your child from participating in or receiving a Service for which there is a Specified Charge

6 Notice Requirements

6.1 Notice to withdraw your child from the School.

If you wish to withdraw your child from the School, 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 autumn 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 autumn term). The School will apply the deposit you have paid (without any entitlement to repayment under Clause 4.2 above) as payment of any such fees in lieu of notice.

6.2 Notice to change your child's part time nursery/flexi-school place at the School.

If you wish to change your child's place at the school by reducing the agreed part time or flexi-school days/hours you must give a terms notice or pay the difference between the agreed days/hours and reduced days/hours as fees in lieu of notice.

6.3 When the relevant amount of fees in lieu of notice must be paid.

In cases under Clause 6.1 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.

6.4 Withdrawal part-way through a term does not reduce the amount you owe to the School. 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.

7 School Rules

7.1 Compliance with the Home School Agreement.

It is a condition of remaining at the School that you and your child comply with the Home School Agreement. In addition, you must ensure that your child attends School punctually in accordance with our Attendance Policy, attends punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue.

8 Suspension, Exclusion and Required Removal

8.1 The Head's discretion to suspend or exclude your child from the School.

The Head may in his discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school or online) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.

The Head 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 School may be taken into account.

8.2 The Head's discretion to require you to remove your child from the School.

Instead of exclusion or suspension, the Head may in his or her discretion require you to remove your child from the School if the Head considers that:

- 8.2.1 **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 School, and/or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute (among the School community or the general public); and/or is not in accordance with your obligations under this contract.

- 8.2.2 your child's attendance and/or progress at the School is unsatisfactory and/or in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child and/or other children; and/or
- 8.2.3 separate to the Head's discretion to suspend or exclude your child under Clause 8.1, your child's conduct or behaviour (including conduct or behaviour outside School), is unsatisfactory and/or the required removal is in the School's best interests and/or those of your child and/or of other children; and/or
- 8.2.4 the School is unable to meet your child's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child

8.3 What happens if your child is suspended, excluded or removed from the School.

Should the Head exercise his or her right under either Clause 8.1 or Clause 8.2 above

- 8.3.1 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;
- 8.3.2 in respect of exclusions and required removals under Clause 8.3.1, the deposit will be forfeited and retained by the School; and
- 8.3.3 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.

8.4 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 School and the School will stop providing the Services.

8.5 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 School and/or Head to exclude or require the removal of your child under this Clause 8 reviewed. Any such review shall be governed by the final stage of the Complaints Procedure.

9 The School's Obligations

9.1 The period of your child's schooling.

Subject to these terms and conditions (and the flexi-schooling policy if admitted on a flexi-school basis), the School will provide the Services (except any optional Services that you have chosen not to receive) and accept your child as a pupil from the time of joining the School until the end of his or her primary schooling.

If In a flexi-schooling arrangement, the responsibility for the overall education and progress of the child primarily rests with the parents. While the school provides support and resources, it is the parents who must ensure that their child meets educational goals and standards. This includes planning and delivering a substantial portion of the child's learning activities, monitoring their progress, and addressing any educational needs that arise. The school remains a valuable partner, offering guidance, materials, and assessments to aid in the child's educational journey.

9.2 The scope of our duty to exercise reasonable skill and care for your child's education and welfare.

While your child remains a pupil of the School, we will 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 direct supervision of a member of School staff.**

9.3 Consent to participation in trips and visits, in contact sports and similar activities.

Unless you notify us to the contrary, you consent to your child participating, under 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

9.4 What happens if your child needs urgent medical attention.

If your child requires urgent medical attention while under the School's care, we will:

- 9.4.1 take action (for example, by contacting the emergency services);
- 9.4.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult'
- 9.4.3 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
- 9.4.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional

9.5 We will give you notice of significant changes.

Our website and prospectus describe the broad principles on which the School is presently run. From time to time it may be necessary to make changes to any aspects of the School, 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 School 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 School under Clause 4.1 or Clause 6.1 above.

9.6 Monitoring your child's progress at the School.

We will monitor your child's progress at the School 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 School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School 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 School 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.

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

10 The Parents' Obligations

10.1 We require your co-operation.

In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Head and School staff, need your co-operation.

10.2 Examples of the co-operation and assistance we require.

You must co-operate with the School and School staff in good faith, including by:

- 10.2.1 maintaining a constructive relationship with School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School 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);
- 10.2.2 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;

- 10.2.3 encouraging your child in his or her studies, giving appropriate support at home, and ensuring your child attends school in accordance with our Attendance Policy;
- 10.2.4 keeping the School up-to-date and informed about matters which affect or may affect your child;
- 10.2.5 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 any of them, are not withheld and are shared in a timely and transparent manner;
- 10.2.6 engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the School's provision of the Services; and
- 10.2.7 attending meetings and keeping in touch with the School where your child's interests so require.

10.3 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 School that you complete and submit to the School a medical questionnaire in respect of your child. You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has at the time of joining the School or subsequently develops after joining the School, whether underlying, long-term, or short-term, including any infections or injuries. You must also provide us, whether upon further request by the School 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 school 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 15.1.2 below.**

10.4 Circumstances where we may require you to keep your child away from School.

The School reserves the right to require your child to remain away from School in the following circumstances:

- 10.4.1 due to a health or safety risk (including a virus, pandemic, epidemic or any other health or safety risk, including circumstances where the School 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 School 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

10.4.2 where a potential ground for required removal or exclusion is being investigated by the School 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 School would be a neutral act during the investigation procedure. (Alternatively, your child may be placed under a special regime if they remain on School premises); and/or

10.4.3 in accordance with Clause 5.9.1.

10.5 You must notify us of any special arrangements needed for your child.

You must inform the School 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 School such further information as may be reasonably required by the School to understand the basis for and scope of such arrangements.

10.6 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 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 relation to your child's attendance at the School and/or the School's provision of education to your child. In any such circumstances you must promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s), having obtained the permission of the court if necessary.

10.7 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 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 relation to your child's attendance at the School and/or the School's provision of education to your child. In any such circumstances you must promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s), having obtained the permission of the court if necessary.

10.8 Receiving information from you and sharing information with you.

The School 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 10.9 below or otherwise according to the circumstances, you (and each of you) accept that the School is entitled to treat:

10.8.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

10.8.2 any communication from the School 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 School about your child's progress and attainment. The School will therefore disclose such information as a matter of routine to each such person 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 data protection law).

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

10.9 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 4.1, 5.6, 5.13, 6.1 or 6.2) 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 have signed such notice).

10.10 You must notify us of your child's absence from School.

The School must be informed as soon as possible in writing of any reason for your child's absence from School. You can do this by contacting the School office. Wherever possible the School's prior consent should be sought for absence from the School.

10.11 Parents must notify us if they will be absent for a period of time.

If at any time during your child's time at the School 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 three (3) consecutive school days then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

10.12 Raising concerns with the School and making formal complaints.

If you have cause for concern about your child's safety, care, discipline or progress you must inform the School as soon as possible. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up- to-date version of the Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request.

11 Insurance

The School has Public Liability Insurance. You must make your own insurance arrangements if you require further cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises.

12 How we may use Personal Information: References, Confidentiality and Data Protection

12.1 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. 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 on his/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.

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

- 12.2.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and
- 12.2.2 inform the School 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 School, including relevant contact details.

12.3 Data Protection Law.

The School 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:

- 12.3.1 as set out in this Clause 12, and in the School's 'Privacy Notice' which is available on the School's website, as may be amended from time to time;
- 12.3.2 to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement;
- 12.3.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

13 Intellectual Property Rights

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

14 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 cancel this contract early (that is, before the normal leaving date for the end of your child's schooling which is at the end of year 6.

15 Ending this Contract

15.1 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 8, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees to you, and with the deposit being forfeited and retained, if:

15.1.1 you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;

15.1.2 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 School 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);

15.1.3 you fail or refuse to provide us at any time with information we require under Clause 5.13; 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;

15.1.4 you (or either of you):

- a) are unable, following our request, to demonstrate that you will be able to pay the Fees due under this contract;
- b) repeatedly or persistently fail to pay the Fees when they fall due for payment;
- c) are otherwise unable to pay your debts as they fall due; or
- d) are the subject of a bankruptcy petition or order, or enter into an individual voluntary arrangement; or

15.1.5 you otherwise do not comply with (i.e., you breach) your obligations under this contract (including under Clause 10) 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 Services it needs to in satisfaction of its obligations under this contract.

15.2 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 School if:

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

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

15.3 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 at the end of year 6.

15.4 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 School will keep any rights each has under, or as a matter of, general law.

16 Events outside of our, or your, control

16.1 What we mean by an "event outside of our/your control".

In this Clause 16 "**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.

16.2 What happens if we are affected by an event outside of our control.

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

16.3 Events lasting more than 6 months.

If the School is wholly and completely prevented from performing all of our obligations as a result of an event (and we are unable to provide Educational Services remotely) for a continuous period of more than six (6) months, the School shall 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 School and without giving a term's notice or paying fees in lieu of notice.

16.4 What happens if your child is affected by an event outside of your control.

Subject to Clause 5.12 (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 School notice in writing and the following provisions shall apply:

16.4.1 in consultation and cooperation with the School 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;

16.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 16.4.1 above, your child is not able to participate and benefit from any level of provision of Education Services by the School (whether at School 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

- 16.4.3 if the event continues to prevent your child wholly and completely from attending the School or being able to receive any of the Education Services (whether at the School or remotely) for more than six (6) months, you or the School 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.

17 Communications between you and the School

17.1 We will use the contact details held by the School to contact you.

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 must notify the School of any change of address(es) or other contact details. **You must notify the School of any change of address(es) or other contact details.**

17.2 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:

17.2.1 sent by email to the School using this email address:
admin@dallingtonschool.co.uk

17.2.2 delivered by hand to the School

We recommend that if you provide notice under any of Clauses 4, 5.6, 5.10, 6.1, 6.2 or 6.5 (which are the provisions dealing with withdrawing your child from the School [or otherwise changing their place]) you telephone the School to confirm receipt if you have not received an acknowledgement from us.

18 The Law that applies to this contract and where legal proceedings may be brought

18.1 The law that applies to this contract.

The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.

18.2 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.

19 Changes to these Terms and Conditions

19.1 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 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. . For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.