



# Parent Contract

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**March 2023**

**MORE  
HOUSE  
SCHOOL**

**KNIGHTSBRIDGE**

## **What this contract covers**

This Parent Contract sets out the terms and conditions on which we provide educational services.

## **Why you should read them**

Please read the Parent Contract carefully as they set out the basis upon which the School provides educational services.

If you require further clarification on anything contained within this Parent Contract, please contact the Director of Finance and Resources.

# Contents

1.	Definitions
2.	Equality
3.	Contract
4.	Acceptance and Deposit
5.	Overseas Pupils
6.	Withdrawing your acceptance of a place before your child joins the School
7.	Notice Requirements
8.	School Rules
9.	How we may use personal information: references, confidentiality and data protection
10.	The School's Obligations
11.	The Parents' Obligations
12.	Fixed Term or Permanent Exclusion and Required Removal
13.	Insurance
14.	Intellectual Property Rights
15.	Changes in Ownership
16.	Ending this Contract
17.	Communications between you and the School
18.	School Fees, Supplemental Charges and Payment
19.	Events outside of your control
20.	The law that applies to this contract and where legal proceedings may be brought
21.	Changes to this Parent Contract
22.	Right to cancel

# 1. Definitions

1.1 Meanings of some words and phrases we use in the terms and conditions set out in this Parent Contract. In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them 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 the child or person named on the acceptance form and includes any pupil aged 18 or over;

**“Complaints Policy”** 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 does not form part of the contract between you and the School. A copy of the policy is available on the School’s website or available from the School upon request;

**“contract”** has the meaning given in clause 3 below;

**“deposit”** means the amount set out and referred to as the deposit in the Acceptance Form;

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

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

**“Schedule of Fees”** means the note of the School’s prevailing fees notified to you from time to time, a copy of which is available on the School’s website and from the School at any time upon request;

**“School Rules”** means the policies of the School which set out our expectations concerning conduct and behaviour (see in particular Appendix 1 of our Behaviour and Discipline 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. Copies of school policies are available on the School website or can be made available on request from the School Office;

**“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;

**“terms and conditions”** means the terms and conditions set out in the Parent Contract 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 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.

In these terms and conditions, we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using

the words "for example", "includes" or "including". The examples that are then given are not exclusive or limiting examples of the matter in question.

1.2 Who we are. We are More House Trust Ltd a charitable company registered in England and Wales (charity number 3172737 and company number 00958054) and our registered office is 22-24 Pont Street, London, SW1X 0AA.

## 2. Equality

Equality and Inclusion. The School is a mainstream day school for girls aged 11-18 years. Although the School has a Roman Catholic ethos, we welcome children from many different ethnic groups, religions, cultures, backgrounds and creeds. Human rights and freedoms are respected. While our physical facilities for those with disabilities are currently limited, we are committed to an educational environment which is inclusive and we will do all that is reasonable to ensure that the School's educational offer, culture, policies and procedures are made accessible to pupils who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, with reasonable adjustments, the School can cater adequately.

## 3. Parent Contract

Our contract with you. The Acceptance Form, Schedule of Fees, and the terms and conditions set out in this Parent Contract (as in each case may vary from time to time) form the terms of an 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.

## 4. Acceptance and deposit

4.1 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 completed Acceptance Form and paying the deposit.

4.2 The non-refundable nature of the deposit. The deposit is **not refundable** if your child does not take up a place at the School.

4.3 How we use the deposit. Unless you have indicated that you would like to donate the deposit to the School's bursary fund, the deposit will form part of the general funds of the School until it is credited without interest to 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).

## 5. Overseas pupils

5.1 As a 'Student Sponsor' we need to provide certain information to the Home Office. In order to comply with our responsibilities as a licensed 'Student Sponsor', for immigration purposes, we may need to provide information relating to your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor your child or not). Such information may include information about your child's immigration status, attendance records, and any changes to your or your child's circumstances (including where your child is excluded or required to be removed, or where this contract is terminated). Occasionally, information regarding your immigration status in the UK may also be required.

5.2 You must inform us if your child requires sponsorship to study at the School. You must inform the School when returning a completed registration form or at any other time if

your child requires sponsorship from the School in order to obtain a visa to study at the School. It shall be your responsibility at all times to ensure that your child has the appropriate immigration permission to enter, reside and study in the United Kingdom. The School may take and retain copies of relevant documentation relating to you and your child in order to comply with our duties as a licensed 'Student Sponsor'.

## 6. Withdrawing your acceptance of a place before your child joins the School

### 6.1 Notice to withdraw your acceptance of a place BEFORE your child joins the School.

The withdrawal of a place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about Schooling for their children. 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 the School in writing that you wish to withdraw your acceptance of a place on or before the first day of the preceding summer term or pay fees in lieu of notice.

6.2 If we receive a term's notice. If you provide the notice required by Clause 6.1, no further fees will be payable but you will not receive a refund of the deposit.

6.3 If we do not receive a term's notice. If you do not provide the notice required by Clause 6.1 (or 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 when your child was due to start. The School will credit the deposit (without interest) 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, bursary or other award or concession awarded to you.

## 7. Notice requirements

7.1 Notice to withdraw your child from the School. If you wish to withdraw your child from the School once they have started at the School (and other than at the normal leaving date which is the end of year 13), 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. For example, if you wish to withdraw your child with effect from the start of the Autumn Term (i.e., at the start of an academic year) then you would need to notify the Head in writing on or before the first day of the preceding summer term. You should telephone the School if no acknowledgement of the notice served under this Clause 7.1 is received from the School within seven days of the date of the notice.

7.2 You are expected to consult prior to withdrawal. It is expected that you will consult with the Head before giving notice to withdraw your child from the School.

7.3 When the relevant amount in lieu of notice is payable. In cases under Clause 6.1 and Clause 7.1 above, the appropriate sum in lieu of notice will become payable by you upon demand as a debt.

7.4 Notice to withdraw your child from 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 to the fees, you must either give a term's notice to that effect or pay to the School on demand a term's charges for the activity or service in which your child has ceased to participate.

7.5 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 partway through a term.

## 8. School rules

8.1 Compliance with the School Rules. It is a condition of remaining at the School that you and your child (in each case to the extent applicable) comply with the School Rules. In addition, you must ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the School Rules).

8.2 We may undertake drugs and alcohol searching and testing. We may undertake drugs and alcohol searches of your child and testing of pupils in accordance with our Drugs Policy from time to time. This policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.

8.3 Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media. The School may, subject to applicable data protection legislation, monitor your child's School email communication, internet and Wi-Fi use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate 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.

### **PLEASE READ THIS NEXT SECTION CAREFULLY**

*Although there will be circumstances when it is appropriate to seek parental consent, data protection and privacy rights belong to the individual. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves and sometimes, but not always, the law may require that the decision of the child is more important than that of the parent.*

*In most cases, it will not in fact always be necessary or practical for us to obtain consent for every use we make of personal data of you or your child. The law recognises this but also requires that we set out clearly what these uses are as far as possible. Please also see the Privacy Policy which is available on the School's website.*

## 9. How we may use personal information: references, confidentiality and data protection

9.1 References for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you 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.

9.2 We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, School records, photographs and audio-video recordings (including recordings of lessons), both whilst your child is at the School and after they have left, for the purposes of:

- a. managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and
- b. promoting the School to prospective pupils/parents, publicising the School's activities and communicating with the School community and the body of former pupils.  
In respect of (b) above, this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

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

- a. confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
- b. 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 (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

**9.4 We will send information (eg, School reports) about your child to both of you as a matter of course.** Any persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including School reports, correspondence and other materials relating to their 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 General Data Protection Regulation or Data Protection Act 2018 (as amended or superseded)).

**9.5 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 Data Protection Act 2018 (as amended or superseded) and other related legislation. We will process such personal data:

- a. as set out in this clause 9, and in the School's Privacy Notice which is available on the School's website as may be amended from time to time;
- b. in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- c. to perform our rights and obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

## 10. The School's obligations

**10.1 The period of your child's Schooling and moving up the School.** Subject to these terms and conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of her Schooling i.e. to the end of year 13. The Head shall not be obliged to permit your child to progress to the next stage of the School unless satisfied that it is appropriate to do so having regard to her academic attainments and/or any other relevant circumstances. The School may make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known and may make entry to the Sixth Form conditional upon the results of such examinations. For the avoidance of doubt, except where the School has agreed otherwise with you in writing and even where the School has imposed conditions on progression to the next stage in the School, if you wish to withdraw your child from the School, including with effect from the start of the Sixth Form, you must provide a term's notice in accordance with clause 7.1 above or pay a term's fees in lieu of notice.



**10.2 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 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 she is taking part in a School activity or otherwise under the supervision of a member of School staff.**

**10.3 Consent to participation in trips and visits, in contact sports and other sports activities.** Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other 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.

**10.4 What happens if your child needs urgent medical treatment.** If your child requires urgent medical attention while under the School's care we will:

- (a) take action (for example, by contacting the emergency services);
- (b) try to contact you and, if we cannot contact you, try to contact any other named emergency contact or education guardian;
- (c) share relevant information that we hold about your child with any emergency services or treating medical professional; and
- (d) where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.

**10.5 Our right to make changes at the School.** Our website describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including 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).

**10.6 We will give you notice of significant changes.** We will 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 7.1 above.

**10.7 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 concern about your child's progress but we do not undertake to diagnose dyslexia, ADHD or other conditions. A formal assessment can be arranged either by you or by the School at your expense.

**10.8 Religious observance and relationships and sex education (RSE) and health education.** Religious observance at the School will be conducted in accordance with the requirements of the Archdiocese of Westminster with regard to the teaching of Religious Education in the Catholic tradition. RSE and health education at the School will be conducted in accordance with the School's policies.

## **11. The Parents' obligations**

**11.1 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 School staff, need your cooperation, including in particular by you fulfilling your own obligations under this contract.

**11.2 Examples of the co-operation and assistance we require.** You must cooperate with the School and School staff in good faith, including by:

- a. 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;
- b. encouraging your child in her studies, and giving appropriate support at home;
- c. 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, as well as any changes to their immigration status);
- d. 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;
- e. providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education (including where the School may wish/need to provide such education remotely);
- f. attending meetings and keeping in touch with the School where your child's interests so require; and
- g. informing the School immediately of any legal/police matters, including if your child is investigated by or interviewed by the police.

**11.3 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, social, emotional and mental health need(s), special educational need(s), disability 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 16(b) below.**

**11.4 Circumstances where we may require you 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 her to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing education to your child remotely during such a period (including, for example, by sending you/your child work assignments electronically or by post).

**11.5 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.

**11.6 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 respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. These would include any court order or undertaking given to a court 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; and/or (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 must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.

11.7 We require you to nominate a 'responsible adult' for us to contact in your absence. It is a condition of your child's joining and remaining at the School that, where required by the School, you complete and submit to the School a parental absence form for your child. Amongst other things this form will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the School is not able to contact you and who can look after your child in your absence. If your child's visa is sponsored by the School as a Child Student this is a requirement of their visa.

11.8 We are entitled to expect that parents have consulted with each other regarding decisions relating to their 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, except under clause 11.9 below, you (and each of you) accept that the School is entitled to treat:

- a. any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you and
- b. any communication from the School to one of you as having been given to both of you.

11.9 Notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract (i.e. under Clauses 6.1, 7.1, 18.5 and 18.13) 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).

11.10 You must notify us of your child's absence during term time. 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 [absent@morehousemail.org.uk](mailto:absent@morehousemail.org.uk). Absences due to sickness or medical appointments should be sent to [absent@morehousemail.org.uk](mailto:absent@morehousemail.org.uk). Unless absent due to sickness, the Head's prior consent must be sought for your child's absence from the School during term time. The Head will only approve absences in exceptional circumstances.

11.11 You must notify us if you 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.

11.13 Raising concerns with the School and making formal 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 undue delay. Complaints should be made in accordance with the Complaints Policy. A copy of the most up-to-date version of the Complaints Policy is on the School's website and available from the School at any time upon request.

## **12. Fixed Term or Permanent Exclusion and Required Removal**

12.1 The Head's discretion to exclude your child from the School. The Head may in their 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) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.

12.2 Where you can find examples of offences punishable by suspension or exclusion. The School Rules (specifically the Behaviour and Discipline Policy) set out examples of offences likely to be punishable by suspension (fixed term exclusion) or permanent exclusion. These examples are not exhaustive and the Head may decide that suspension (fixed term

exclusion) or permanent 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.

**12.3 The Head's discretion to require you to remove your child from the School.** Instead of suspension (fixed term exclusion) or permanent exclusion, the Head may in their discretion require you to remove your child from the School if the Head considers that:

- a. 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 wellbeing 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 where we have cancelled this contract under clause 16 below; and/or otherwise undermines the relationship of trust and confidence between you and the School;
- b. 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 School's best interests and/or those of your child or other children;
- c. the removal is in the best interests of your child and/or other children, for example, in light of your child's well-being.

**12.4 What happens if your child is suspended, excluded or removed from the School.** Should the Head exercise his or her right under either clause 12.1 or 12.3 above:

- (a) 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 permanently excluded, removed or suspended;
- (b) in respect of permanent exclusions and required removals (but not in the case of required removals under Clause 12.3(b)), the deposit will be forfeited and retained by the School; and
- (c) in respect of permanent exclusions and required removals, fees in lieu of notice will not be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the expulsion/required removal will be refunded, after deduction of supplemental charges not recoverable by the School.

**12.6 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.

**12.7 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, suspend or require the removal of your child under this clause 12 reviewed. Any such review shall be governed by the School's exclusions appeals process in the School's Behaviour and Discipline Policy available on the School website.

## 13. Insurance

**Your responsibility to make your own insurance arrangements.** You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises. Upon joining you are offered personal accident insurance for your child, the charge for which is added to the fees as set out in the accompanying joining letter.

## 14. Intellectual property rights

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

## 15. Changes in ownership

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 ensure that the transfer will not affect your rights under this contract.

## 16. Ending this contract

16.1 Our rights to end the contract. In addition to where this contract is terminated automatically as result of a permanent exclusion or required removal under Clause 12, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

- a. 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;
- b. you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education 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/your child is not);
- c. you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit an essential information form;
- d. you (or either of you):
  - (i) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
  - (ii) are otherwise unable to pay your debts as they fall due;
  - (iii) are the subject of a bankruptcy petition or order; or
  - (iv) enter into an individual voluntary arrangement; or
  - (v) otherwise do not comply with (i.e., you breach) your obligations under this contract
- e. 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.

16.2 Termination on a term's notice to you. 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.

16.3 Your rights to end the contract. You may end this contract at any time by notice in writing to the School if:

- a. you have a legal right to end the contract because we have not complied with our obligations under this contract; or

- b. the School becomes insolvent or goes into liquidation or receivership or administrative receivership for any reason.

16.4 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 at the end of your child's Schooling. This may be at any point where the Head does not consider progression to the next stage in the School to be appropriate or at the end of the Year 11 if your child does not meet any requirements imposed under clause 10.1 for entry to the Sixth Form.

16.5 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 invoices, fees or supplemental charges. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

## 17. Communications between you and the School

17.1 Notices must be in writing. When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

17.2 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.**

17.3 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:

- a. sent by email to the School using this email address: registrar@morehousemail.org.uk
- b. delivered by hand to the School;
- c. sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
- d. otherwise sent to the School's address by first-class post.

As set out in clause 7.1, in light of the importance under this contract of serving notice on or before a particular deadline we recommend you telephone the School if you have not received an acknowledgement of your notice within seven (7) days of the date of your notice.

## 18. School fees, supplemental charges and payment

18.1 What the fees include. Unless set out in the Schedule of Fees or notified to you at any time, the fees include all the costs we incur in the usual course of educating your child, including the provision of any necessary educational materials.

18.2 What the fees do not include: supplemental charges. We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as **supplemental charges**. By way of example, any extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged accordingly. In addition, 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 subject always to the Equality Act 2010.



**18.3 Who is responsible for payment.** Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own. Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, individually or between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent or both parents. The only exceptions to this are set out in Clause 18.4 below. 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 extinguish either parent's liability for the fees and supplemental charges due under this contract.

**18.4 How one parent 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 person who has signed the Acceptance Form may be removed from their payment responsibility under this contract with the School by submitting a term's notice but that person must obtain 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.

**18.5 How bursary and scholarship awards are treated.** If your child has been awarded a scholarship and/or bursary which includes financial assistance (e.g. by way of a fee remission), your responsibility will be to pay 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 and/or behaviour (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 and if within fourteen (14) days of that notification 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 without the benefit of financial assistance.

**18.6 How the fees are charged and payment requirements.** The annual fees are divided into three equal parts and are charged separately on a termly basis, regardless of the length of any term and regardless of your child's year group. Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term. Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under clause 18.4 above). The fees must be paid in full on or before the first day of the term to which the invoice relates. **We may not allow your child to attend the School if you do not pay on time.**

The School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the School and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid in not more than four (4) instalments (unless otherwise agreed in writing by the School) within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice).

**18.7 Payment of supplemental charges.** All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be

included in the School's fees invoice. All such supplemental charges must be paid in full by direct bank transfer on or before the first day of the then forthcoming term.

18.8 *Non-payment of fees: refusal to attend School.* We may refuse to allow your child to attend the School, withhold any references, and/or withdraw sponsorship of your child's student visa (if applicable) while fees remain unpaid or there is a persistent failure by you to pay the fees on time. This applies in addition to our right to terminate this contract under Clause 16.1.

18.9 *Non-payment of supplemental charges: refusal to participate in the relevant activity.* We may refuse to allow your child to participate in the relevant co-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.

18.10 *We can charge interest if you pay late.* If you do not make any payment to the School by the due date for payment (see clauses 18.6 and 18.7 above) we may charge interest to you on the overdue amount at the rate of 4 per cent a year above the base rate from time to time of the School's bank. Unless we tell you otherwise in writing, 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 judgement against you. You must pay the interest together with the overdue amount.

18.11 *We can recover our costs for recovering late or non-payments.* You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs being costs that would be allowable by the courts if judgement was made in the School's favour).

18.12 *We can notify other educational institutions of your outstanding payments.* We may inform any other School or educational establishment to which you propose to send your child of any outstanding fees and/or supplemental charges.

18.13 *Our ability to increase the fees.* We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you 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 6.1.

18.14 *Fees and supplemental charges will not be reduced due to your child's absence.* Fees and any agreed supplemental charges will not normally 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 the School 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 including during periods of remote learning, no reduction of fees will be made in respect of such periods spent at home.

18.15 *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 properly and accurately verify to our satisfaction:

- your identity and place of residence;
- 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 funds you are using to pay the fees.

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



18.16 Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the School shall be entitled to allocate payment from you to your account as it sees fit. For example, the School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.

## 19. Events outside of our or your control

19.1 What we mean by an "event outside of our/your control". Events beyond either your or our reasonable control include, 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. In the remainder of this clause 19 we shall refer to these as an "event".

19.2 What happens if we are affected by an event outside of our control. If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

19.3 Events lasting more than 6 months. If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more 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 end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

19.4 What happens if your child is affected by an event outside of your control. Subject to clause 18.14, 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 an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:

- i. in consultation and cooperation with the School you shall 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;
- ii. in circumstances where, following the efforts made and steps taken under clause 19.4(i) above, your child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, prorated accordingly) during the continuance of the event; and
- iii. if the event continues to prevent your child wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at School or 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.

## 20. The law that applies to this contract and where legal proceedings may be brought

20.1 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.

20.2 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.

## 21. Changes to these terms and conditions

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

## 22. Right to cancel

22.1 Your 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 the 14 days from the day of acceptance of a place through signature of the Acceptance Form.

22.2 How to exercise your right to cancel. To exercise the right to cancel, you must inform the School of your decision to cancel the contract by a clear written statement to that effect. You may, if you wish, use the form at Annex A. 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 6.1.

22.3 What happens if you cancel this contract. If you cancel this contract before the Cooling Off Period has expired, the School will reimburse you all payments received from you, 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. The School will make the reimbursement without undue delay, and not later than 14 days after the day on which we were informed about your decision to cancel this contract. The School will make the reimbursement using the same method of payment as you used for the initial transaction, unless you and the School have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

CANCELLATION FORM

To: The Head, More House School, 22-24 Pont Street, Knightsbridge, London SW1X 0AA

Telephone number: 020 7235 2855. Email address: fhagerty.head@morehousemail.org.uk

I/We\* hereby give notice that I/we\* cancel my/our\* contract with the School.

Name of parent: .....

Address: .....

.....

.....

Signature: .....

.....

Date .....

[\*] Delete as appropriate