

**Terms and Conditions**  
**From October 2020**

These **Terms and Conditions**, as amended from time to time, together with the letter of offer, the acceptance form, the annual fees notified to Parents each year and the School Rules, form the basis of a legal contract for education services (the "**Contract**") between the Collège Français Bilingue de Londres (the "**School**" or "**CFBL**") and Parents.

**1. Introduction**

1.1 Collège Français Bilingue de Londres Ltd is a company limited by guarantee registered with the Charity Commission. The charity trustees (or governors) are appointed from time to time under the terms of its governing instrument. The trustees have overall responsibility for the governance of the School. Together, the trustees are known as "**Governing Body**" or "**Board**".

1.2 CFBL is a private independent school. In partnership with the French government agency *Agence pour l'Enseignement Français à l'Étranger* ("**AEFE**"), it undertakes to teach the French *Education Nationale* curriculum to its pupils. It belongs to the network of French schools managed by the AEFE.

1.3 The **Headteacher** is appointed by the Governing Body. He is responsible for the delivery of the curriculum and the day-to-day running of the School.

1.4 The "**Parents**" or "**You**" means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions. Parents or persons responsible for a child are expected to communicate with each other and reach an agreement about their child. The School will be entitled to accept instructions from either parent without reference to the other (special dispositions can be put in place in the case of parents who are separated).

1.5 **Equality:** The School is a day school for francophone pupils from 3-16. The School welcomes staff and pupils from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. The School expects all members of the School (whether adults or children) to come to school in a safe and welcoming environment where they are able to achieve success irrespective of their nationality or ethnic background.

**2. School Rules ("*Règlements intérieurs*")**

2.1 A School Council (*Conseil d'Établissement*) presided by the Headteacher and composed of staff representatives and Parents' representatives meets on a termly basis. It approves the School Rules (*règlements intérieurs*) and votes on matters generally relating to school life (timetables, school holidays, school projects).

2.2 The School Rules as may be amended from time to time are provided to pupils and Parents each year and are available on the School's website.

2.3 It is a condition of remaining at the School that your child complies with the School Rules.

2.4 The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication (at his or her @cfbl email address) and internet use for the purpose of ensuring compliance with the School Rules and for safeguarding purposes (please refer to CFBL's E-Safety Policy).

### **3. School's website and School policies**

3.1 The School's website contains a number of policies (the "School Policies") which are available to Parents, including the School's Complaints Policy. The purpose of the School's website and the policies therein is to clarify the school's organisation and rules and inform Parents. Although this information is correct at the time of publication, there could be changes affecting any of the matters dealt with in the website.

3.2 We consider that every member of the School should feel valued and respected, and that each person should be treated fairly and well. Bullying, harassment, victimisation, intimidation and discrimination will not be tolerated. The School's anti bullying policy forms part of these Terms and Conditions. The School applies the Equality Act 2010 and expects the same of the School community.

### **4. Charter relating to the movement of pupils between French "homologuées" schools in London**

4.1 An agreement (the "Charte") between French schools in London which are accredited by the *Éducation Nationale* ("*Homologuées* Schools") regulates the transfer of pupils between such schools. It guarantees pupils the possibility to continue their French education in London until the end of their school studies (end of *terminale*). This means that CFBL must give priority to pupils who transfer from a London *Homologuée* School at the end of the schooling offered by the transferring school (subject to our admission criteria and availability of places) over other pupils.

4.2 However, it also means that, while Parents are free to choose the first school which their child will attend, for the duration of the schooling offer of the first school, Parents cannot transfer their child from one *Homologuée* School to another without the consent of the head teachers and/or board members of both schools concerned and the French Embassy Deputy Cultural Counsellor.

### **5. Application for places and admission**

5.1 If you apply for a place, the School's admissions office will direct you to the School's website to complete an electronic application form. The calendar of the applications for places for entry the following September are published on the School's website. Applications will be considered in accordance with CFBL's Admission Policy.

5.2 Your child will be considered as candidate for admission and entry to the School when you have completed the electronic application form online and when you have paid the **non-returnable** pre-application fee (currently £100). Admission will be subject to the availability of a place and the pupil and Parent satisfying the admission requirements at the relevant time.

5.3 The admission process will be explained to you if and when CFBL offers a place for your child. If the School wishes to offer a conditional place to your child, it will issue an acceptance form. An offer of a place is accepted by your submitting the duly completed and signed acceptance form and paying the non-returnable registration fee and advance on fees (explained below). The acceptance form must be signed by all (and only) those with parental responsibility for the child. In the majority of cases, this means the mother and father, whether together or separated.

The School reserves the right to require candidates to undertake a test of aptitude in French. In such case, the School's offer for a place will be conditional to a satisfactory result at a test of aptitude in French. Once it receives the acceptance of the conditional offer (including all payments due thereunder), the School will organise the test as soon as possible. In the event that, based on the results of the test of aptitude in French, the School decides that it is not in the best interest of the child to join the School, the School will promptly reimburse to the parents the registration fee and advance on fees (but not the pre-application fee).

5.4 **Admission** occurs when the Parents accept the offer for a place and satisfy all the admission requirements (or conditions) which are set out in the offer letter, including a satisfactory result at a test of aptitude in French.

**Entry** occurs when the pupil attends the School for the first time under these Terms and Conditions.

5.5 The School will make enquiries of the pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. In the case of pupils transferring from a school member of the AEFÉ network, CFBL will need to have received a certificate of radiation or *exeat* issued by the said school before the child can be admitted to CFBL. In the case of pupils transferring from a school which is not a member of the AEFÉ network, CFBL will need to have received confirmation from the said school that all sums due and owing to it have been paid, before the child can be admitted to CFBL. CFBL will inform any other school or educational establishment to which the pupil is to be transferred if any fees of CFBL are unpaid. A *certificat de sortie or radiation (exeat)* will be delivered by CFBL if all fees due have been paid. This certificate is required by schools which belong to the AEFÉ network. In addition, the School must be provided with the child's school report of the previous school (showing the progression to the next school level) as soon as practicable and in any case before the entry of the child at the CFBL.

5.6 In the case of parents applying for an entry with priority under the School's Admission Policy, the School will make enquiries with a previous school or with the parents' employer to confirm the admission priority which may apply to them.

5.7 Applications for enrolment the next September:

You must pay the registration fee when sending the acceptance form to the School in respect of entry into the School for the next school year. The registration fee is currently £1,250 per child. The registration fee for the admission of a child in *troisième* (only) is currently £600.

In addition, you will be required to pay an advance on the School fees for the first term and satisfy all other requirements or condition(s) set out in the offer for a place. The advance on school fees is currently set at £1,000 per child and is due upon sending the acceptance form.

The balance of fees due for the 1st term, including canteen fees, will be payable when invoiced by the School.

5.8 Admission in the course of a school year:

If your child is admitted for entry during a school year, you will be asked for a registration fee of £1,250 and school fees for the whole current term including pro rata canteen fees, on acceptance of a place. Admission of your child will be complete when the registration fee and term fees are paid and other admission requirements are satisfied (for example *exeat* from current school).

In some cases, if the school offers you a place after the start of a term, we will invoice you for the term's fees on a pro rata basis rather than the full term's fees which would normally be due. This exceptional tariff will not be available when it is the family who selects to register their child in the course of a school term, in which case fees for the whole term will be payable. Likewise, no apportionment of fees will be made when a child leaves the School in the course of a school term.

5.9 Admission any subsequent school year:

On acceptance of a place and for admission of your child for entry any subsequent school year, you must pay the registration fee per child set out in 5.7 above.

In addition, in January of the year of enrolment (or immediately upon acceptance into the School if later than January of the year of enrolment) you will be required to pay the then applicable advance on the School fees for the first term and satisfy all other requirements or condition(s) set out in the offer for a place.

5.10 **If you wish to cancel the place at any time after you have accepted the place, all the fees payable on registration including the advance on fees will not be reimbursed, whatever the reason for the cancellation.**

5.11 The allocation of a place in a year group will take into consideration the child's age and/or school records and, for pupils transferring from a school accredited by the *Education Nationale*, the advice of the *conseil de classe* or *de cycle*.

With the prior approval of the DfE, the entry level will be determined in accordance with French custom (the age of child in calendar year) rather than English custom (the age of the child in the school year).

#### 5.12 Returning pupils

If your child attended CFBL at any time in the last 2 school years preceding the year of entry applied for, the School will not require you to pay the then applicable registration fee.

### 6. Re-registration

6.1 Parents whose children are registered with the School will be requested to confirm whether they wish for their child to remain for the next school year. Re-registration of your child will take place each year through a web link supplied by the School.

**6.2 By re-registering your child, you confirm that you have read and accepted these terms and conditions and the School fees published by the School on its web site for the relevant school year (and sent by email to Parents).**

6.3 Re-registration will require the payment of the advance of £1,000 of the first term fees of the next school year payable as invoiced by the School. The School reserves the right to make re-registration for the next school year conditional on discharge of all arrears of school fees owing at the end of the third term. The School further reserves the right to apply the said advance to discharge of arrears of school fees owing at the end of the third term.

6.4 Parents of French pupils who have applied for a bursary for the next school year will not be required to advance the £1,000. However, should the French Consulate notify the School that a pupil will not be entitled to a bursary the next school year, the Parents will be required to advance the £1,000 to re-register their child for the next school year.

6.5 Failure to confirm or pay the advance due when required will result in the termination of this contract and the child being removed from the School's register and leaving the School.

**6.6 Except as provided in 5.11 paragraph 2 above, the advance of £1,000 on the first term fees will not be reimbursed in in case your child does not attend the School the following year, for whatever reason.**

6.7 The "*conseil de cycle*" for the primary section or class council or "*conseil de classe*" for the secondary section will confirm the transfer to the next year group after consultation with Parents.

### 7. School fees

7.1 Current School fees are published on the School's website and are communicated to Parents by email. School fees may include ( alone or in combination) any of the registration fees, canteen fees, fees for extras such as equipment or books purchased by the School, charges arising in respect of educational visits, damage where the pupil alone or with others has caused wilful loss or damage to school property or the property of any other person.

7.2 The school year is divided into 3 accounting terms: 45% of the annual school fees are invoiced for the first term (September to December) and the remaining 55% are invoiced equally for the second term (January to March) and third term (April to June/early July).

7.3 The fees will be reviewed annually and may be increased by such amount as the School considers reasonable. We shall endeavour to give reasonable notice of any increase in annual fees.

7.4 Primary pupils who are registered with Klubhouse on Wednesday afternoons will be registered to eat in the canteen on Wednesdays. In such case the School will invoice the 5 days per week canteen tariff. This registration, requested at the start of each school term, will be valid for the rest of the term. The cost of a meal will not be reimbursed in case of the pupil's absence.

7.5 The AEFÉ, through the French Consulate in London, grants means-tested bursaries to French pupils subject to conditions. The French Consulate will pay the amount of bursary awarded directly to the School on behalf of the Parents.

AEFE bursaries for pupils in *petite/moyenne sections de maternelle* are not currently available as these classes are subject to PSM/MSM homologation by AEFE.

## **8. Payment of school fees**

8.1 Parents are invoiced at the start of each school term. Fees are due and payable by the due date for payment stated in the invoice. Invoices are addressed and sent in the first instance to the first parent listed as responsible but, for the avoidance of doubt, parents remain jointly and severally liable for school fees. We use a standard invoicing system and are unable to provide invoices bespoke to the requirements of individual parents and or payers.

8.2 Fees are due for the whole term, even if your child attends only part of a term. This means, for example, that fees will not be refunded or waived if the pupil is absent through long illness or temporarily or permanently expelled from the School, if a term is shortened or vacation extended, or if the School is temporarily closed due to adverse weather conditions (see also force majeure clause 24). An unauthorised absence at the start of a term will entitle the School to keep the fees for the whole term.

8.3 Parents who have difficulties in paying the full-term fees in one payment may apply to pay the school year fees by 10 instalments payable in the form of monthly standing orders, from September to June. Agreeing to a payment plan is at the School's discretion and is concessionary. It will cease automatically in the event of default for thirty days or more. In such case, the full amount of fees then due will be payable forthwith and a late payment fee of £50 shall apply.

8.4 If your child has been awarded a bursary (*bourse scolaire*) by the AEFE, you will be liable for the balance of fees due after taking into account the amount of bursary allocated to your child. You will be invoiced every term. Should the AEFE decide to withdraw or reduce the amount of bursary allocated to your child, you will be liable to pay the amount of fees or other amounts invoiced by the School not covered by the bursary (regardless of whether you have appealed to the AEFE for a review of its decision).

8.5 It is not possible to pay school fees with childcare vouchers.

8.6 Payments must be made by bank transfer to the CFBL (bank charges are at your cost), or by such other electronic means indicated from time to time by the School. The School does not accept cash or cheques.

8.7 The School reserves the right to suspend your child (i.e. release your child home) on three days written notice while fees remain unpaid. This suspension will not be noted in the pupil's disciplinary record. The pupil will continue to have Internet access to *pronote* but the School is not obliged to provide any lessons or tuition by distance.

If the pupil is suspended due to unpaid fees for a period of 28 days, he will be deemed to have been withdrawn from the School by his or her Parents.

In case of non-payment of supplemental charges, the School reserves the right to refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.

8.8 The School may withhold any information, character reference or property while the fees remain unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the pupil.

8.9 A late payment of more than thirty days will incur an administrative charge of £50. In case of part payment of fees without the School's consent, the late payment charge will apply to the unpaid balance of fees.

## **9. Unpaid fees**

9.1 CFBL's accounting department will contact you if you have not paid the fees within one month from the date of the invoice.

9.2 Facilities of payment can be proposed, at the School's discretion, to parents who have financial difficulties during the current school year (see Clause 8.3). The School does not offer credit facilities.

## **10. Your Obligations**

10.1 In addition to the obligations included elsewhere in these Terms and Conditions, you undertake to cooperate with the School and School staff in good faith, and including in particular by:

- maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this contract);
- encouraging your child in his or her studies, and giving appropriate support at home;
- 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 ensure 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;
- providing cooperation and assistance to the School so that your child can participate and benefit from the School's provision of education; and
- attending meetings and otherwise keeping in touch with the School where your child's interests so require.

10.2 You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. 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. In any such circumstances, you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).

10.3 You accept responsibility for your child while off the School's premises (unless he/she is taking part in a school activity under our supervision).

10.4 If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure (published on the School's website and available upon request)

## **11. Health and Medical or other educational special needs**

11.1 Parents will be asked to complete a confidential medical information form at the start of the School year (and before registration of their child in case of special needs) and inform the Headteacher in writing if the pupil develops any medical condition the School should be made aware of.

11.2 If your child has special needs, you must discuss it with the Headteacher before you register your child or as early as you are able to if a need arises later. If the School can accommodate your child, a "*Projet Personnalisé de Scolarisation*" or "*PPS*" will be agreed with the Headteacher. The School's Educational Needs Policy is published on its website.

11.3 Parents authorise the Headteacher and the School nurse to consent on their behalf to the pupil receiving emergency medical treatment including blood transfusion, general anaesthetic or operation by the National Health Service if Parents cannot be contacted in time.

11.4 While the pupil attends the School, the School nurse, who also carries out the role of deputy designated safeguarding officer, and/or the School doctor, and the School's designated safeguarding leads shall have the right to disclose confidential information about a pupil if either of them considers it to be in the pupil's interest or necessary for the protection of other members of the School community. This information will be given confidentially and on a need to know basis. Further information is made available in the School's Safeguarding Policy (published on the School's website).

11.5 Parents may be asked to withdraw a child if, in the professional judgement of the Headteacher and the School's educational psychologist and after consultation with the Parents (and with the pupil, if appropriate), the School is unable to provide adequately for the pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching or support agreed with Parents.

## **12. Behaviour and discipline**

12.1 We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the pupil will attend each School day (see clause 13), will be punctual, will work hard, will be well-behaved and will comply with the School Rules and the School Policies.

12.2 The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Headteacher. The Headteacher is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the pupil is at issue.

12.3 The Parents accept the authority of the Headteacher and of other members of staff on the Headteacher's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the pupil and the School community as a whole. The School Rules and School's Behaviour and Discipline Policy (published on the School website and available to Parents on request) apply to all pupils when they are on School premises or in the care of the School. The Policy sets out the disciplinary process and sanctions applied by the School.

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

13.1 The Headteacher may in his discretion suspend, or in serious or persistent cases involving a secondary pupil, by decision of the Disciplinary Committee (*Conseil de discipline*) expel, your child from the School if he reasonably considers that your child's conduct or behaviour is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.

13.2 The School Rules and Behaviour and Discipline Policy set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Headteacher may decide that suspension or expulsion 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.

13.3 You acknowledge that any review of serious disciplinary matters or decisions taken by the School and/or Headteacher under clause 13.1 shall be governed by the Behaviour and Discipline Policy.

13.4 In the event that your behaviour or conduct (or the behaviour or conduct of one of you) breaches your undertakings to the School, for instance: your behaviour is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the well-being of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this Contract, the Headteacher may convene you to a meeting to remind you of your obligations and will inform the Board of trustees accordingly.

If, following this meeting, the Headteacher reasonably decides that you continue to contravene your undertakings under this Contract, the Headteacher may in his discretion terminate this Contract in accordance with clause 22 and require you to remove your child from the School. Any such decision by the Headteacher shall be notified to you in writing. You will then have 48 hours from receipt of such notification to appeal the Headteacher's decision to a panel comprised of three of the School's board trustees chosen by the Chair of the Board of Trustees. They will hold a meeting within 8 days from receiving the notice to appeal and their decision will be final.

13.5 Should the Headteacher exercise his right under 13.1 or 13.4 above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable).

13.6 Please refer to clause 8.7 in relation to suspension of a pupil's schooling for non-payment of school fees.

## **14. Pupils' attendance**

14.1 The School must be informed in writing of any reason for your child's absence from School.

14.2 Wherever possible the School's prior consent should be sought for absence from the School. Parents whose children are of compulsory school age (5 to 16) are responsible for ensuring that their children attend school regularly. If they fail to do this they may be guilty of an offence and can be given a penalty notice or prosecuted under section 444 of the Education Act 1996.

14.3 As explained in its Attendance and Absence Policy, the School is required in some cases to report unauthorised absences to the London Borough of Camden's Education Welfare Service. Parents may be fined by the London Borough of Camden.

14.4 The School is required to report some deletions from the Pupils Register, in accordance with the Education (pupil Registration) (England) Regulation 2006 (as amended in 2016), to help identify children who are missing from education and/or otherwise at risk of harm.

14.5 No leave of absence will be granted by the Headteacher in cases when Parents take their child on holiday in term time.

14.6 In case of persistent unauthorised absences, the Headteacher can exercise his right under Clause 13 to permanently expel your child from the School.

## **15. Educational visits**

A variety of educational visits will be provided for the pupils. They are in general at additional cost to the Parents, except in the case of primary pupils who are required to pay an advance currently of £70 for the school year. All educational visits will require Parents' consent and will be subject to a separate agreement with the School.

## **16. Extra-curricular activities and CFBL Clubs**

16.1 Extra-curricular activities are optional and at an additional cost. They are managed by a part of CFBL Ltd trading as CFBL Clubs.

16.2 If you register your child with CFBL Clubs, CFBL Clubs' terms and conditions will apply.

## **17. Collection of pupils**

17.1 All *maternelle* pupils, and all primary pupils not authorised to leave the school alone, who are not collected by 15:50 will be automatically registered with CFBL Clubs after school care (*garderie*).

17.2 A fee of £10 per hour (or part thereof) per child is applicable in cases when the Parent has not registered the child in advance for the relevant *garderie* session with CFBL Clubs.

## **18. Pupils' personal property**

The School is not responsible for the loss or damage to pupils' personal property. Pupils are responsible for the safe use of the School equipment which is at their disposal (sports equipment, computers, etc).

## **19. Insurance**

19.1 **You must make your own insurance arrangements if you require cover for your child's person or property while at School or for the payment of fees due to absence of your child or closure of the School premises.**

19.2 Unless proven negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to a pupil or parent or for loss or damage to property.

## **20. Confidentiality, Data Protection and Intellectual Property**

20.1 The School will supply information and a reference in respect of your child to any educational institution which you propose your child may attend which requests a reference. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you 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.

20.2 Subject to the provisions of the GDPR and the Data Protection Act 2018, you undertake to: (i) confirm (or update, online if necessary), when requested, such information (and/or documentary materials) about (or relating to) you and/or your child that is held by the School; and (ii) in any event, inform the School of any change to you or your child's circumstances or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

20.3 You acknowledge and agree that those persons who have parental responsibility for your child are entitled to receive relevant information about the child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the GDPR and the Data Protection Act 2018).

20.4 The School will process personal data about you and your child in accordance with the Data Protection Act 2018 and the GDPR. You acknowledge that the School's Privacy Notice was drawn to your attention.

### **20.5 Intellectual Property Rights**

- (a) Recognition of rights:** The School shall recognise any intellectual property rights created, generated or owned by or vested in your child.
- (b) Ownership of rights:** Intellectual property, including copyright, created solely by your child in the course of his or her 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.
- (c) Licence of rights:** 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.

## **21. Communication**

21.1 The School communicates information to Parents by emails at the address(es) shown in our records. If you do not have an email address, you must contact the Headteacher immediately. Subject to the provisions of the GDPR and the Data Protection Act 2018, you undertake to keep the School up to date on any changes in your personal details, including change in email address(es), by updating your details on our online portal.

## **22. Termination by the School**

22.1 The School shall be entitled to terminate this Contract at any time by reasonable notice in writing without prejudice to its other remedies and without any obligation to return any fees or deposit paid to you if you are in material breach of any of your obligations under this Contract and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen (14) days of a notice from the School requiring it to be remedied.

For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this Contract:

- Failure to pay any fees to the School when it is due and you still do not make payment within fourteen (14) days of the School reminding you that such payment is due;
- You (as opposed to your child) acting in such a way as to give the Headteacher cause to require you to remove your child from the School pursuant to the provisions of clause 13 of this Contract;
- Any other circumstance where your child is expelled from the School in accordance with the terms of this Contract (including pursuant to the School Rules);
- A serious misrepresentation of facts or circumstances or withholding of information 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/they are not);
- You otherwise do not comply with (i.e. you breach) your obligations under this Contract such that CFBL has a legal right to end the Contract because of something you have done wrong or, in the Headteacher'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.

Certain of these breaches will be viewed as being incapable of remedy and, if so, the School shall be entitled to terminate this Contract without providing an opportunity for the breach to be remedied. An example of this might include where your child is expelled from the School or where you behave in such a way which is unreasonable and which brings or is likely to bring the School into disrepute.

22.2 The School may at any time terminate this Contract forthwith by notice in writing (without prejudice to any of its other remedies) if you (or either of you):

- Are unable, following our reasonable request, to demonstrate that you will be able to pay the fees as they fall due under this Contract;
- Are otherwise unable to pay your debts as they fall due;
- Are the subject of a bankruptcy petition or order; or enter into an individual voluntary arrangement.

22.3 In the case of a temporary disciplinary suspension of a child, fees (or part thereof) advanced for the term and other charges paid in advance (including canteen, school trips etc) will not be reimbursed. In the case of a permanent exclusion during the term, there will be no refund of the fees and other charges paid in advance (including canteen, school trips etc) relating to the remainder of the term.

### **23. Termination by Parents**

23.1 Parents may terminate this Contract with effect from the next school year by not re-registering their child as provided under Clause 6.

#### **Termination during the course of a School year**

23.2 During the course of a School year, the School must be notified in writing before the beginning of the half term holiday preceding the end of term of an intention to withdraw a child the following term.

23.3 If you withdraw your child during the course of a school term, you must notify the School in writing, giving details of the school or educational establishment which your child will attend. The School shall not refund any fees paid for the remainder of the term (and if unpaid in part or in full, the fees relating to the whole term will remain due).

23.4 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 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).

23.5 If you fail to notify the School that you are withdrawing your child at the end of a school term as required under Clauses 23.2 to 23.4, the School will be entitled to invoice you for the following term and the pupil's absence will be construed as unauthorised absence until you have notified the School in writing of your wish to withdraw the child and given the School details of the school or educational establishment which your child will attend.

23.6 You may at any time cancel this Contract forthwith by notice in writing (without prejudice to any of your other remedies) if the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason; or if you have a legal right to end the contract because of something we have done wrong.

23.7 Once this contract ends, it will not affect any legal rights or obligations that either you or the School have that may already have arisen. After this Contract ends, you and CFBL will keep any rights they have under general law.

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

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

We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), chemical or biological contamination. In the remainder of this Clause 24 we shall refer to these as an "Event".

24.2 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 immediately 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).

If an Event continues for a period greater than 90 days, the School shall notify you of the steps to be taken to ensure performance of its contractual obligations.

If the Event continues for a total period greater than 120 days, you may terminate this Contract by providing at least three working days' notice in writing to the School.

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

If your child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by an Event you shall give the School immediately 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 (i) above, your child is not able to participate and benefit from any level of provision of education by the School 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 from attending the School or being able to participate and benefit from any level of provision of education by the School for a total period greater than 120 days you shall discuss with the School a solution by which this Contract may be performed and, following such discussions, each party shall be entitled to terminate the Contract by providing at least three working days' notice in writing to the other party and, in respect of the Parents, without giving a term's notice.

#### **25. General**

25.1 Admission of a pupil is conditional on acceptance of these terms and conditions, which, subject to any amendment, apply throughout the whole period of the child attendance at the School.

25.2 The School reserves the right to amend, without notice, these Terms and Conditions as it considers necessary for legal, administrative or educational reasons.

#### **26. Jurisdiction and governing law**

This contract between you and the School is governed by English law and subject to the exclusive jurisdiction of the

English Courts.