



Parent Contract

Effective 1 September 2021

1. Definitions

(a) In these terms and conditions:

“The School” is New College School, Oxford, owned by The Warden and Scholars of St Mary College of Winchester in Oxford, commonly called New College in Oxford

“New College” and “The College” refer to The Warden and Scholars of St Mary College of Winchester in Oxford, commonly called New College in Oxford

“The Choir” refers to the Choir of New College in Oxford.

"Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at New College School ('the School');

"Child" means a child of whatever age admitted by the School to be educated and includes any pupil aged 14 or under;

“Pupil” means the child named on the Acceptance Form. The age of the pupil will be calculated in accordance with British custom.

"The Complaints Procedure" is the School's procedure for handling concerns or complaints from parents regarding pastoral care, safety, educational issues or other matters in connection with the child's attendance at the School, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. A copy of the procedure is available at any time on written request;

"Deposit" means the sum required to secure a place at the School as laid down by the Governors from time to time;

“Advance fee” means an advance of fees as laid down by the Governors from time to time; "fees" means the fees set out in the Schedule of Fees as amended from time to time;

"Fees in lieu" means fees payable in full where parents have not given written notice as required by these Terms and Conditions;

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

“Payment” means monies (fees, deposit, advance fee, supplemental charges) cleared through the School's bank account;

“Schedule of Fees” means the published note of the School's prevailing fees;

"School Rules" means the rules of the School including but not limited to, the code of conduct, anti-bullying policy, and other policies, copies of which are provided to each child on entry/sent to parents with the letter offering a place at the School, and those rules, which 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. Parents will be given reasonable notice of such amendments;

"Term" means a term of the School as notified to parents from time to time;

"A term's notice" means written notice addressed to and received by the Head given not later than the first day of the term preceding the term to which the notice relates;

"A term and a half's notice" means written notice addressed to and received by the Head given not later than the first day of the second half of the term preceding the term, which itself precedes the term to which the notice relates;

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

"We" or the "School" means the legal entity carrying on as the School, or its duly authorised representative, as the context requires;

"Normal leaving date" is for New College School at the end of National Curriculum Year 8;

"You" or the "parents" means each person with parental responsibility who has signed the Acceptance Form as parent or guardian of a child or a person who, with the School's written consent, replaces a person who has signed the Acceptance Form. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions;

"Including" shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

"Website" refers to the New College School website found at www.newcollegeschool.org

"Organist" refers to the Organist of New College, who is responsible for the day-to-day running of New College Choir

(b) The Acceptance Form, the Schedule of Fees, the School Rules, the Complaints Procedure and these terms and conditions constitute the terms of a contract between you and New College School, Oxford. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Admission, Acceptance, Deposit and Advance Fee

(a) An offer of a place for your child at the School is regarded as accepted on the receipt of a completed and signed Acceptance Form and payment of the deposit. This includes a £500 deposit and £1000 non-refundable advance fee for your child's first term at New College School, which is then deducted from the first term's fees on the child's arrival at the School.

(b) The deposit will form part of the general funds of the School until it is credited without interest to the final statement for fees or other sums due to the School when your child leaves, unless the School is notified otherwise by the parent.

(c) In the event that your child:

- (i) does not take up a place at the School which you have accepted or
- (ii) leaves before the end of their sixth term or
- (iii) is withdrawn without satisfying the relevant notice period as defined in this contract

the School shall set the return of your deposit (without interest) and advance fee (if held), against any outstanding balance of fees, fees in lieu of notice, its costs in administering your dealings with the School (or a reasonable estimate of those costs) or other sums due to the School (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit and advance fee (if held) on account of payment of any fees or other reasonable costs as detailed in this clause). Where applicable such fees may be reduced to take account of any scholarship or bursary awarded to you. You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to find a replacement.

(d) Applicants will be considered as candidates for Admission and Entry to the School when the Registration Form has been completed and returned to us (either through a paper copy of the Registration Form or via the electronic form on the School's website) and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the pupil and parents satisfying the admission requirements at the relevant time. The School's admissions policy is set out on the School's website. Admission occurs when the parents accept the offer of a place. Entry occurs on the date when the pupil attends the School for the first time under these terms and conditions.

(e) NCS parents whose son is already in the pre-prep in Year 2, and who wish their son to enter the prep school in Year 3, will need to make the School aware of their intent before the start of Hilary Term of Year 2 (i.e. by midnight on the final Sunday of the Christmas vacation), usually by way of a form issued by the Registrar. When a parent confirms that their child will be taking a place in the following year's Year 3 class, a £1,000 non-refundable reservation charge will be added to the parent's termly bill in Hilary Term of Year 2, and that amount will later be discounted from the fees for Michaelmas Term in Year 3. If a parent does not make the School aware, through this means, that they wish to take up their son's place in Year 3, that place will be considered by the School to be open and will be offered to another candidate for admission to the School. The final date for notice of removal of a pupil from NCS at the end of Year 2 is one and a half terms before the end of the academic year (i.e. by midnight on the second Sunday of the half-term break of Hilary Term).

(f) The School has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. There are ongoing plans to improve the accessibility of the facilities in the School and College, and we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children 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, after reasonable adjustments, we can cater adequately.

3. School Fees and Supplemental Charges ("extras")

(a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.

(b) Unless notified otherwise by the School, any extra-curricular activities, which may include private music lessons, trips, visits, and workshops by external providers in which your child may participate shall be deemed to be supplemental (or "extra") to items met by the fees and charged for accordingly. The majority of "extras" are charged in arrears and are included in the statement for the subsequent term. Some "extras" are charged at the time the School commits to costs.

(c) Each person who has signed the Acceptance Form is liable, individually and jointly, for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the fees or any part of them. A separate agreement with a third party does not release the persons who signed the Acceptance Form from liability where the third party defaults. The School reserves the right to refuse payment from a third party.

(d) Where two parents have signed the Acceptance Form one of them may withdraw from the contract with the School by submitting a term's notice, provided that they have obtained the prior written consent of both the School and the remaining parent. You are expected to consult with the Head before giving notice to withdraw your child from the School.

(e) If your child has been awarded a bursary or other form of fee remission, your liability will be for the amount of fees due after taking account of that award. A bursary award may be withdrawn or reduced if following a review of your financial circumstances the continuation of the financial support is no longer merited. (The parents must, as soon as possible, disclose to the School in confidence if there is any change in the financial circumstances of the parents in receipt of a bursary from the School.) In either circumstance any such withdrawal or lessening 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 or Finance Officer that for academic or financial (or, in the case of choristers, musical) reasons an award may be withdrawn from your child, you shall be notified in advance. If, within 14 days following the withdrawal of a bursary or other form of fee remission, a child is withdrawn from the School, no fee in lieu of notice will be payable.

(f) We reserve the right to refuse to allow your child to attend the School or to withhold any references or exam results while fees or supplemental charges remain unpaid or there is a persistent default in relation to the payment of fees or supplemental charges. We may make an interest charge of 2% per month on late payment. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay the School the interest together with the overdue amount. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees or history of late payment and to us seeking this information from any previous school which your child has attended.

(g) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will normally be sent to you prior to the start of the final term before the increase is to take effect.

(h) Unless specific circumstances mean otherwise, as decided by the Head and Governors, fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness, disciplinary or welfare procedures, or otherwise.

(i) We reserve the right to exclude one or more of your children for non-payment of any fees due. We will give you 3 days' notice of a decision to exclude in these circumstances. Where fees remain unpaid and your child(ren) remains excluded for more than 28 days, your child(ren) will be deemed withdrawn from the School without a term's notice and fees in lieu will be immediately payable as a debt unless the place is filled immediately and without loss to the School (subject to clause 2(e)).

4. Fee Payments

(a) Each term's fees accrue separately and the fees payable will be included in a statement sent to one of those persons who signed the Acceptance Form (or such other person(s) the School has agreed shall pay the fees under clause 3 (c) above).

(b) Parents/Guardians are expected to pay in full by bank transfer or cheque unless otherwise agreed by the Finance Officer -- electing to pay fees either 'Termly' by 3 instalments due in advance on the day before term starts or 'Monthly' over 11 months from September to July (with any "extras" paid in addition on the first day of each term). Where fees are paid by trust funds or corporations and alternative payments methods are necessary, these must be agreed with the School no later than 2 months before the child starts.

(c) Where there is a dispute over an element of the fees or supplemental charges, the parent/guardian paying the fees must contact the Finance Officer without delay to discuss and resolve potential adjustments.

(d) The School will not accept cash in payment of fees, deposits, advance fees or supplemental charges.

(e) The School reserves the right to impose an administrative charge to cover the reasonable costs of administering any of the above payment schemes.

(f) Choristers receive a tuition fee remission of approximately 30-40%, the specifics of which for each year are advertised in the Schedule of Fees, available on the School website. If a chorister leaves New College Choir, except by mutual agreement between the chorister's parents, the Head, and the Organist – before the end of his

choristership at the end of Year 8 – then his parents must repay the College’s fee subsidy that has hitherto been enjoyed. This does not apply in cases of early departure from the Choir due to early voice change.

5. Notice Requirements

(a) If you wish to:

(i) decline from taking up a place at the School having previously accepted a place you shall either give a term and a half’s notice in writing to that effect or shall pay to the School in lieu of notice a fee corresponding to one term’s fees at such a rate as would have been charged for the final term of provision.

(ii) withdraw your child from the School (other than at the normal leaving date at the end of Year 8) you shall either give a term and a half’s notice in writing to that effect or shall pay to the School in lieu of notice a fee corresponding to one term’s fees at such a rate as would have been charged for the final term of provision. In cases where notice is not given, the appropriate fee in lieu of notice will become due and owing to the School as a debt on the first day of the term, which would have been the final term of provision.

(iii) withdraw your child from an activity charged for as supplemental, you shall give notice in writing to that effect as laid down by the School for each activity or shall pay to the School the appropriate charge for the notice period (usually one term) in lieu of notice at such a rate as would have been charged if the required notice had not been given. In cases where notice is not given the appropriate sum in lieu of notice shall become due and owing to the School on the first day of the term following the final period of provision for which notice should have been given.

(b) The School’s affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplementary charges due, or to obtain a refund of fees or supplementary charges by withdrawing your child, or by your child’s ceasing to participate in an activity part-way through a term.

(c) Notice given by one parent is deemed to be notice given by both.

6. School Rules and Property

(a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time. This includes respect for School property and taking all reasonable steps to protect it from damage and/or defacement.

(i) We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The parents warrant that the pupil will take a full part in the activities of the School, will attend each School day punctually, will work hard, will be well-behaved and will comply with the School rules about the wearing of school uniform and general appearance. The parents also warrant that the pupil, if selected for a team or similar group, will represent the School in sporting or other activities.

(ii) An allegation, complaint or rumour of misconduct will be investigated. The pupil may be questioned and his belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the pupil’s human rights and freedoms and to ensure that the parents are informed as soon as reasonably practicable after it becomes clear that the pupil may face formal disciplinary action, and also to make arrangements for the pupil to be accompanied and assisted by the parents.

(iii) Investigation of a complaint which could lead to expulsion, removal or withdrawal of the pupil shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the parents so that they can attend a meeting with the Head before a decision is taken in such a case.

(iv) Except as required by law, the School shall not be required to divulge to the parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head (or his deputies, if the investigation has been delegated to them) have acquired during an investigation.

(b) The School reserves the right to undertake drugs testing of pupils in accordance with its alcohol and drugs policy. The policy has been adopted with the aim of safeguarding the health and safety of all pupils.

(c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's internet use (and communication therein) for the purpose of ensuring compliance with the School Rules and safeguarding of all pupils and staff.

(d) The pupil is responsible for the security and safe use of all his personal property including money, mobile electronic devices, keys, watches, computers and other computing equipment (e.g. iPads), musical instruments and sports equipment, and for property lent to him by the School.

7. Disciplinary and Welfare Procedures

(a) The Head is authorised to take decisions in good faith to safeguard and protect your child's welfare.

(b) The Head may in their discretion require you to remove, or may suspend, or in serious or persistent cases expel, your child from the School if they consider that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the best interests of your child, or other children. Required removal may be experienced in circumstances where the Head considers your child will be unable to benefit from the educational and other opportunities provided by the School and is not a disciplinary matter in these circumstances.

(c) The Head may in their discretion require you to remove, or may suspend, or in serious or persistent cases expel, your child if you have breached any of the terms of this agreement, or the behaviour of you or your child is in the opinion of the Head unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School, or the well-being of School staff, or to bring the School into disrepute.

(d) Should the Head exercise their right under sub-clause 7(b) or 7(c) above this may take effect immediately or on such notice as the Head deems to be reasonable. In such circumstances a fee in lieu of notice will not be payable and any prepaid fees will be refunded. However, you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited.

(e) The School Rules and Code of Conduct set out the examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.

(f) The School will act in a way which is fair in all circumstances when taking decisions under Clause 7. Disciplinary matters and a review of a decision to expel or remove your child is governed by the School's Exclusions Policy / Policy on Rewards and Sanctions. This policy applies to your child whenever they represent the School or is in the School's care, irrespective of whether they are on or off School premises. We cannot accept any responsibility for the welfare of your child while off the School premises unless they are taking part in a school activity or otherwise under the supervision of a member of the School or College staff.

8. The School's Obligations

(a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of their preparatory schooling (i.e. until the end of Year 8).

(b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during school hours and at other times when your

child is permitted to be on School or College premises or is participating in activities organised by the School or College.

(i) There may be 'social' occasions when the School and/or College premises are used for events at which New College School pupils and parents are present, and members of the School and/or College staff are present in a 'social' (i.e. non-working, non-formal and non-supervisory) capacity. Such events may include, but are not limited to, informal receptions after formal School or College activities. During these informal events, and once pupils have been handed over to parents or guardians at the end of any formal School or College activity, the responsibility for the safety and welfare of the pupil resides with the pupil's parents or guardians who have responsibility for their supervision.

(c) We undertake not to subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury. You acknowledge that risk of physical injury can not be eliminated.

(d) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by an appropriately qualified person as necessary for the pupil's welfare (including anaesthetic or operation or blood transfusion (unless you have previously notified us that you object to blood transfusions)).

(e) You authorise the Head to require a medical opinion of your child's health, where they consider it to be in the best interests of your child and/or members of the School.

(i) The parents must comply with the School's recommendations which may include a reasonable decision to release the pupil home when he is unwell and to keep him away from other pupils and staff if he is contagious.

(f) The School undertakes to provide you with relevant information about your child unless the School considers there to be reasons for withholding such information, including safeguarding and promoting the child's welfare.

(g) Our Website and Parent Handbook describe the broad principles on which the School is presently run and are believed to be correct at the time of issuing. 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), and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained on the Website or the Parent Handbook, as it may be that recent changes are not reflected in the current versions. We will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where appropriate and practicable will consult with parents on such changes (see clause 13 below).

(i) The pupil will receive relationships and sex education, and health and life skills education, appropriate to his age in accordance with English government legislation, unless the parent has given formal notice in writing that they do not wish the pupil to take part in this aspect of the curriculum and such a withdrawal is permitted by English government legislation.

(h) We shall monitor your child's progress at the School and produce regular written reports. We shall provide those who have parental responsibility with copies of the reports or other relevant information unless a court order has been made to the contrary, or there are other reasons which may justify withholding information to safeguard the interests and welfare of the child. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged a fee in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs or disabilities and subject always to our duties under the Equality Act 2010.

(i) We recognise that your child, if of sufficient age and maturity, has certain legal rights including entitlement to insist on confidentiality. The School will observe these rights which may take precedence of parent's rights. You and your child's rights to confidentiality may be overridden by the Head if it is in their best interests or necessary to protect the School community. The parents authorise the Head to override their own and (so far as they are entitled to do so) the pupil's rights to confidentiality, and to impart confidential information on a "need to know" basis where necessary to safeguard or promote the pupil's welfare or to avert a perceived risk of serious harm to the pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the pupil may have.

(j) The School is not obliged to enter a child for examinations and will only do so if the Head is satisfied that it is in the best interests of the pupil.

(k) Religious observance at the School shall be conducted in accordance with the ethos of a Church of England school, though the School's curriculum and services include representation from other beliefs.

(l) Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School and College do not accept responsibility for accidental injury or other loss caused to the pupil or the parents or for loss or damage to property.

9. The Parents' Obligations

(a) In order to fulfil our obligations, we need your co-operation, including, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in their studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School and its staff (including in writing and online e.g. in email contact); providing cooperation and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings, and otherwise keeping in touch with the School where your child's interests so require.

(i) The ethos of the School is to foster good relationships between pupils and members of staff, pupils and parents. Bullying, harassment, defamation, victimisation and discrimination (which can happen in person as well as online) will not be tolerated. The School and its staff will act fairly in relation to the pupil and the parents and we expect the same of the pupil and the parents in relation to the School or its staff.

(b) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. Pupils may be required to have a medical examination on entering the School or at any time for the purpose of producing a medical report.

(c) You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk presented by your child to others, or presented to your child by others, or by reason of a national virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit them to return to the School until such time as the health risk has been averted. In such circumstances, or in the event of premises closure by an authorised and recognised authority, we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

(d) You undertake to inform the School of any special circumstances, physical or otherwise, which may affect your child and their relationship with the School and to update this information as and when necessary.

(e) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of both such persons. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to both of them.

- (f) The Head's permission is required to authorise any period of absence other than through illness. Any requests must be made in writing and in advance of the period.
- (g) If you have cause for concern as to a matter of safety, care or progress of your child you must inform the School without delay. Concerns and complaints should be made in accordance with the School's Complaints Procedure.
- (h) You must inform the Head if your child is residing with someone other than you during term time. If both parents are to be absent from the child's home for more than 24 hours, you must notify the School of the person with care of your child.
- (i) Parents of choristers must commit to support their child in the routines of the Choir, as judged by the Head and Organist to be reasonable and not detrimental to the child's welfare, including the weekly schedule during term and additional events which may take place outside of the normal School day (e.g. concerts, tours, gaudes, recordings), for the complete term of their choristership. The Head and Organist are available to hear feedback on the schedule and to consider reasonable adjustments when it is in the child's best interests.
- (j) We cannot accept any responsibility for the welfare of your child while off the School or College premises unless your child is taking part in a school activity or otherwise under the supervision of a member of the School or College staff.
- (k) The parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the pupil's welfare.
- (l) The parents consent to the pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- (m) The parents shall not directly or indirectly canvass or solicit any member of School or College staff or endeavour to or cause them to leave the School's or College's employment.

10. Insurance

- (a) 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 or closure of the School premises.
- (b) The parents are responsible for insurance of the pupil's personal property whilst at School or in College or on the way to and from School and College or any School- or College-sponsored activity away from School or College premises.

11. Data Protection, Confidentiality and References

- (a) You consent to our supplying information, including personal information and assessment data, and a reference in respect of your child to any educational institution which you propose your child may attend. We will also normally be in receipt of such information from schools your child has previously attended. 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 their ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- (b) Unless specified to the contrary (see 11(c)), you consent to us making use of information relating to your child whilst they are at the School (including photographs and video recordings) and after they have left for the purposes of: (i) promoting the School to prospective pupils (in whatever format or medium) through the School's prospectus, website, and other forms of advertising in print and online (ii) managing relationships between the School and current pupils, (iii) providing references and (iv) communicating with the body of former pupils.

(c) You undertake to (i) confirm (or update, if necessary), when requested, such information about 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 (including, where applicable, in connection with an entitlement to enter and/or reside in the United Kingdom), or to information about you or your child, that has previously been notified to the School, including relevant contact details. You must inform the Head (via the School Administrator) in writing and request an acknowledgement if you do not wish for your child's photograph or image to appear in the School's promotional material.

(d) The School will keep all information about you and your child confidential unless where disclosure is required by law including where necessary for your child's or other pupils' welfare. The School will process personal data about you and your child in accordance with the Data Protection Act 1998. A copy of the School's Data Protection policy is available from the School Office and on the School's website. Any parent wishing to object or limit such use should notify the School in writing. We will process such data as set out in this clause (11); in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; to perform our obligations under this contract, and where otherwise reasonably necessary for the school's legitimate purposes; and to safeguard and to promote the welfare of your child.

(e) You consent to us contacting and discussing any aspect of the payment of the fees and 'extras' with all person(s) who have signed the Acceptance Form, or any other person responsible for the payment of fees as agreed under Clause 3(c).

12. Intellectual Property Rights

(a) We shall recognise any intellectual property rights vested in your child.

(b) Where the pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the School may use that work for the purpose of promoting the interests of the School or College, including exhibiting it, publishing it in the School magazines or newsletters, or putting it or a copy of it on the School's public website and/or social media.

13. Changes in Ownership and Consultation

(a) For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all parents in relation to such changes.

(b) It is not practicable to consult the parents and pupils over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the parents will be consulted and provided with reasons for the change and where possible given at least a term's notice in writing of a change of ethos or culture; or a change in any physical aspect of the School which would have a significant effect on the pupil's education or pastoral care; or a change of ownership as in Clause 13(a).

14. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change to the information about any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the acceptance form as having been made to both or all such persons. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

15. Cancellation

(a) The School shall be entitled to cancel this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this or any similar agreement with the School and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions). 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 agreement:

- (i) failure to pay any fees or supplemental charges on time on more than two occasions;
- (ii) you (as opposed to your child) acting in such a way as to give the Head cause to expel your child under Clause 7(c) of this agreement;
- (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this agreement (including the School Rules); and
- (iv) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.

(b) Either party may cancel this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

(c) For the avoidance of doubt, this agreement shall end at the end of your child's schooling at New College School.

16. Force Majeure (i.e. circumstances beyond our control)

(a) In this agreement "force majeure" shall mean any cause beyond a party's control (including, for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

(b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

(i) The School and College reserve the right to amend their schedule and provisions as a result of force majeure. This includes the schedule of services in New College Chapel.

(c) Subject to Clause 16(b), if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying a fee in lieu of notice.

(d) Subject to Clause 3(h), in the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of their severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:

- (i) you shall, in consultation and cooperation with the School, use all reasonable endeavours to:

a. mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely); and

b. resume the performance of the obligations as soon as reasonably possible;

(ii) in circumstances where, following the efforts made and steps taken under Clause 16(d)(i) your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, prorated accordingly) during the continuance of the force majeure; and

(iii) in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's fee in lieu of notice.

17. Interpretation

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

18. Jurisdiction and Governing Law

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

19. Variations

We reserve the right to change or add to these terms and conditions from time to time in order to assist the proper delivery of education at the School. All previous versions of the terms and conditions are superseded on the date that these terms and conditions become effective.

Wherever possible 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. If less notice is given you will be entitled, where you can reasonably demonstrate that you are materially prejudiced by the modifications, to withdraw your child from the start of the following term without giving a term's notice or paying a fee in lieu of notice, providing that you give written notice of the withdrawal within 21 days from the date of receipt of our notice.