

Terms and Conditions

These are the Terms and Conditions on which we provide educational services. Please read these terms and conditions carefully before you accept the offer of a place for your child.

1. Definitions

(a) In these terms and conditions

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

"**child**" means a child of whatever age admitted by the School to be educated at the School;

"**the Complaints Procedure**" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. A copy of the procedure is available from the School at any time upon written request;

"**deposit**" means the sum set out in the Schedule of Fees;

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

"**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;

"**Schedule of Fees**" means the published note of the School's prevailing fees;

"**School Rules**" means the rules of the School, a copy of the current version of which appears in the School Handbook which is provided to each child on entry, and those rules 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 notice of such amendments;

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

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

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

"you" or the "parents" means each person who has signed the Acceptance Form as 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.

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

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

2. Acceptance and Deposit

Please read this section carefully. It deals with what you need to do in order to accept or cancel your acceptance of a place before your child joins the School. The cancellation of a place can cause loss to the School, especially if it occurs after other families have taken their decisions about schooling as it means that we are less likely to re-fill the place. This is why we require the period of notice and why different measures apply depending on whether the notice is given or not.

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

(b) The deposit is not refundable if your child does not take up a place at the School or in the circumstances outlined in 2(c) below. The deposit will form part of the general funds of the School until it is repaid without interest and less any outstanding sums owing to the School on your child's leaving at the end of Year 6 (or earlier).

(c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you shall give written notice to that effect prior to the last day of the term preceding the term immediately before your child was due to start. For example, if your child was due to start in September, you would need to give notice before the last day of the spring term. If such notice is received by the School by that time the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. Subject to the remainder of this Clause 2(c), if such notice is received on or after that date (or if no notice is received), a term's fees shall be payable and shall immediately become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term preceding the term when your child was due to start. The School shall credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any bursary awarded to you.

(d) If the offer of a place is made in the Term immediately preceding the Term of entry you may cancel your acceptance in writing at any time up to four weeks from the date of the Acceptance Form. The deposit will then be retained by the School. If you give notice of cancellation after this date or give no notice of cancellation a Term's Fees will be payable and shall immediately become due and owing to the School as a debt, at the rate applicable to the

Term your child was due to start. The School shall credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us. Where applicable, such fees shall be reduced to take account of any bursary awarded to you

(e) Our prospectus, promotional literature, website and information provided verbally during conducted tours of the School describe in good faith the broad principles on which the School is presently run and give an indication of our history and ethos. When deciding whether to enter into this agreement with the School, Parents wishing to place specific reliance on a matter contained in the prospectus, website, any other promotional material or a statement made by a member of staff or a Pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter from the Registrar before entering this agreement.

3. School Fees

Please read this section carefully. It deals with your responsibility to pay fees and supplemental charges. It also explains what rights we have and what action the School will take if fees and/or supplemental charges are not paid in accordance with the Terms and Conditions.

(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) Any extra-curricular activities such as private music lessons, trips and visits in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges agreed with you and incurred by the School shall be charged as supplemental to the fees.

(c) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges unless the School has agreed in writing with the persons who have signed the Acceptance Form that anyone else shall be responsible for such fees and charges or any part of them. Subject to the exception referred to above, the persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges. 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 they have obtained the prior written consent of both the School and the remaining parent.

If your child has been awarded a bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. If, within 14 days following the withdrawal of a bursary, a child is withdrawn from the School, no fees in lieu of notice will be payable.

(d) Each term's fees accrue separately and the fees payable in respect of each term fall due on the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School has agreed shall pay the fees

under paragraph (c) above). All fees must be paid in full by direct debit no later than the first day of the term to which the invoice relates.

(e) Any and all supplemental charges for extra-curricular activities for each term (and for other charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to you before the start of the next term. All such supplemental charges must be paid in full by direct debit no later than the first day of the then forthcoming term.

(f) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent default in relation to the payment of supplemental charges. We may make an interest charge of 3 per cent per annum above the base rate for the time being of the School's bank on 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 judgment. You must pay the School the interest together with the overdue amount.

(g) Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise.

(h) Unless we expressly agree otherwise in writing with you, 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, and in any event being such costs that would be allowable by the courts if judgment was made in the School's favour).

(i) We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges so that they can make a full and legitimate assessment of your capacity to pay their fees.

(j) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term to 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 have sufficient time to provide the required term's notice of withdrawal as set out below.

4. Notice Requirements

Please read this section carefully. It sets out the notice we require from you if you wish to withdraw your child from the School or remove your child from participating in activities for which there are supplemental charges.

(a) If you wish to withdraw your child from the School (other than at the normal leaving date at the end of Year 6), you shall either give a term's written notice to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. Notice must be given no later than the last day of the term preceding your child's last term at the School. For example, if you wish to withdraw your child at the end of the summer term, you would need to give notice before the last day of the spring term.

(b) In a case under (a) above, where notice is not given, the appropriate sum 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 if a term's notice had been given.

(c) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a half term's notice to that effect or shall pay to the School a half term's charges for the activity in which your child has ceased to participate.

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

5. School Rules

(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.

(b) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.

6. Disciplinary Procedures

(a) The Head may in her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if she considers that your child's attendance or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.

(b) The Head may in her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child, or exclude you from School premises and events, if the behaviour of you or either of you 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.

(c) Should the Head exercise her right to suspend, exclude or require removal of your child under Clause 6(a) or 6(b) above 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. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.

(d) The School Rules set out 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.

(e) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. The review of disciplinary matters is governed by the Complaints Procedure.

7. 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 her preparatory schooling.

(b) While your child remains a pupil of the School, we undertake to 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.

(c) In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate as set out in the School's Behaviour Policy and Staff Code of Conduct. 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.

(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 a doctor (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).

(e) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. 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 in the prospectus, as it may be that recent changes are not reflected in the current version. 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 practicable will consult with parents on such changes.

(f) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head: the School cannot provide adequately for your child's special educational needs; or if that would be in the best interests of your child, other children or the School for some other non-disciplinary reason.

8. 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 her 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 staff; 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.

(b) You undertake to provide the School with details of any special circumstances relating to your child, as requested in the Acceptance Form (under paragraph 9). In particular, you must inform the School of any health or medical condition, 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. This is so that we can best assess your child's personal educational and medical needs and also discharge our legal obligation to safeguard other children attending the School. You will update this information throughout the period of your child's schooling at the 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 been averted. In such circumstances we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

(c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

(d) 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).

(e) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons. Whereas 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).

(f) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

(g) 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 the School staff.

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

9. Insurance

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.

10. Confidentiality and References

(a) We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend so that they can make a full and legitimate assessment of your child's suitability to be offered a place. 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 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 in or correct statements of fact contained in any reference or report given by us.

(b) 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.

(c) Those 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 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 data protection legislation).

(d) The School will process personal data about you and your child in accordance with all applicable data protection legislation:

- (i) as set out in this Clause 10, and in the School's Privacy Notice which is available on the School's website as may be amended from time to time;

- (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal obligation or regulatory or good practice requirement;
- (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes; and
- (iv) where necessary for the purposes of legitimate interests pursued by us or a third party, except where such interests are overridden by the interests, rights or freedoms of either your child, you or a third party.

11. Intellectual Property Rights

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

12. Changes in Ownership etc

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.

13. 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 one occasion;
- (ii) you (as opposed to your child) acting in such a way as to give the Head cause to expel your child under Clause 6(b) 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);
- (iv) 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); and

(v) failure to provide the School with details of any special circumstances relating to your child's health including any medical information, health problems or allergy.

(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.

14. 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, significant snow fall, 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).

c) Subject to Clause 14(b) above, 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 fees in lieu.

d) Subject to Clause 3(g), 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 her 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:

- 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

- resume the performance of the obligations as soon as reasonably possible;

(ii) in circumstances where, following the efforts made and steps taken under Clause 14(d)(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 liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and

(iii) in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School 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 fees in lieu.

15. 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 of address of 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.

16. Interpretation

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

17. Jurisdiction and Governing Law

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.

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. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

18. Variations

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