

North Road Academy

Terms and Conditions

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A Introduction

1 **These Terms and Conditions** reflect the custom and practice of independent schools for many generations together with the letter of offer, the conditions of award if applicable, the acceptance form and the fees list they form the basis of a legal contract for educational services. The terms and conditions are intended to promote the education and welfare of each Student and the stability, forward-planning, proper resourcing and development of the School.

2 **Variations:** these terms and conditions, the Conditions of Award and the fees list are subject to change from time to time.

3 **Our website** are not contractual documents. Please see **Section K** for further information. The School website contains a number of policies and procedures which can be viewed by Parents. Printed copies are available from the School on written request.

4 **Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out in **Sections H & I** below.

5 **Managing Change:** This School, as any other, is likely to undergo a number of changes during the time your child is a Student here. Please see **Section K** for further details of the changes that may be made and the consultation and notice procedures that will apply.

B Terminology

6 **"The School"/"We"/"Us"** means North Road Academy Ltd as now or in the future constituted (and any successor). The School is constituted as a Private Limited Company (Ltd). The School is also referred to as "North Road School" or "NRA".

7 **"The Partners"** mean the members of the Company who are responsible for the governance of the School.

8 **"The Head teacher"** means the Head teacher of the School as appointed by the Partners. The Head teacher is responsible for the day-to-day running of the School.

9 **"The Parents"/"You"** means any person who has signed the Application Form. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent or step-parent without Parental Responsibility) will be subject to a separate agreement between the School, the Parents and the third party. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the Student unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.

10 **"The Student"** is the person named on the Application Form. The age of the Student will be calculated in accordance with UK custom.

C Application and Entry to the School

11 **Application and Entry:** Applicants will be considered as candidates for admission and entry to the School when the Application Form has been completed and returned to us and the Registration Fee paid. Places will be subject to availability and the Student and Parents satisfying the admission requirements at the time. **"Admission"** occurs when the School offers a place and the Parents accept the offer. **"Entry"** occurs on the date when the Student attends the School for the first time under these terms and conditions.

12 **Equal Treatment:** The School is a day school for Students aged 5-16 years. The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. The School has various disabled access points to the main building. Disabled access is however limited to the annex buildings, but 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 Students who have disabilities for which, after reasonable adjustments, we can cater adequately.

13 **Application for a Place and Registration Fee:** A registration fee ("**Registration Fee**") as shown on the Fees List for the relevant year will be payable when the Parents complete and return to the School a signed Application Form. If on receipt of a completed application form a place for the prospective Student is not made available by the School, the Registration Fee will be returned in full to the Parents.

D Pastoral Care

14 **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each Student and the integrity of the house and school community.

15 **Our Commitment:** We will do all that is reasonable to safeguard and promote the Student's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Student's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our school community and the rights and freedoms of others.

16 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a Student or any educational issue must be notified immediately to the Head Teacher, or in the case of a grave concern must be notified in writing to the Head Teacher and/or by telephone and e-mail in a case of emergency.

- 17 **Head teacher's Authority:** The Parents authorise the Head Teacher to take and/or authorise in good faith all decisions which the Head Teacher considers on proper grounds will safeguard and promote the Student's welfare.
- 18 **Ethos:** The ethos of this School must be such as to foster good relationships between members of the staff, the Students themselves and between members of the staff and Students. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Students and Parents and we expect the same of Students and Parents in relation to the School.
- 19 **Physical Contact:** Parents give their consent to such physical contact with the Student as may accord with good practice, or as may be appropriate and proper for teaching and instruction, or for providing comfort to a Student in distress or to maintain safety and good order, or in connection with the Student's health and welfare. The Parents also consent to the Student participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
- 20 **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Student, any history of a learning difficulty on the part of the Student or any member of his / her immediate family, any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Student, any family circumstances or court order which might affect the Student's welfare or happiness, any concerns about the Student's safety and any change in the financial circumstances of the Parents in receipt of a bursary from the School.
- 21 **Confidentiality:** The Parents authorise the Head Teacher to override their own and (so far as they are entitled to do so) the Student's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote a Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Student may have. The School reserves the right to monitor the Student's e-mail, the internet and mobile electronic devices.
- 22 **Special Precautions:** The Head Teacher needs to be aware of any matters that are relevant to the Student's safety and security. The Head Teacher must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Head Teacher, acting in a proper manner, considers such exclusion to be in the best interests of the Student or of the School community.
- 23 **Leaving School Premises:** We will do all that is reasonable to ensure that the Student remains in the care of the School during school hours but we cannot accept responsibility for a Student who leaves school premises in breach of School Rules and Regulations and we are not legally entitled to do so in the case of a Student aged 16 years or over.
- 24 **Communication with Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents. This requirement does not apply to the giving of notice for the cancellation of the place or the withdrawal of the Student from the School. Those persons who are required to consent to or to give notice of cancellation or withdrawal are set out in clause 65.
- 25 **Photographs:** During the day-to-day running of the School, it is sometimes necessary to take observations in the form of photographs, video and audio recordings of your child. These observations are used to record events, activities, and the children's progress, alongside this the School may also wish to utilise the photographs as promotional material such as the prospectus, website or social media. Every effort will be made to avoid or blur your child's face.
- Parents who do not want such photographs or images to appear in any of the School's promotional material must make sure that the Student knows this and must write immediately to the Head Teacher requesting an acknowledgement of their letter.

- 26 **Transport:** The Parents consent to the Student 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.
- 27 **Student's Personal Property:** Students are responsible for the security and safe use of all their personal property including money, watches, computers, calculators, and sports equipment, and for property lent to them by the School.
- 28 **Insurance:** Parents are responsible for insurance of the Student's personal property whilst at school or on the way to and from school or any school-sponsored activity away from school premises.
- 29 **Liability:** Unless 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 the Student or Parents or for loss or damage to property.
- E Health and Medical Matters**
- 30 **Medical Declaration:** Parents will be asked to complete section 5 of the pupil application form and must inform the school office in writing if the Student develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases.
- 31 **Student's Health:** The Head Teacher may at any time require a medical opinion or certificate as to the Student's general health where the Head Teacher considers that necessary as a matter of professional judgement in the interests of the Student and/or the School. A Student of sufficient age and maturity is entitled to insist on confidentiality which can nonetheless be overridden in the Student's own interests or where necessary for the protection of other members of the School community.
- 32 **Medical Information:** Throughout a Student's time as a member of the School, the School shall have the right to disclose confidential information about the Student if considered to be in the Student's own interests or necessary for the protection of other members of the school community. Such information will be given and received on a confidential, "need-to-know" basis.
- 33 **Emergency Medical Treatment:** The Parents authorise the Head Teacher to consent on behalf of the Parents to the Student's receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Student's welfare and if the Parents cannot be contacted in time.
- F Educational Matters**
- 34 **Provision of education:** The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Student and to provide education to at least the standard required by law in the particular circumstances. The School cannot guarantee that the Student will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 35 **Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head Teacher, is most appropriate to the school community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Students. Any Parent who has specific requirements or concerns about any aspect of the Student's education or progress should contact the Classroom teacher, or any other appropriate member of staff, as soon as possible, or contact the Head Teacher in the case of a grave concern.
- 36 **Progress Reports:** The School monitors the progress of each Student and reports to Parents once every academic term by means of grades and a full written report at the end of the academic year.
- 37 **Sex Education:** All Students will receive health and life skills education appropriate to their age and in accordance with the curriculum and school ethos unless the Parents have given formal notice in writing that they do not wish the Student to take part in this aspect of the curriculum.
- 38 **Public Examinations:** The Head Teacher may, after consultation with a Parent and Student, decline to enter a Student's name for a public examination if, in the exercise of professional judgement, the Head Teacher considers that by doing so the Student's prospects in other examinations would be impaired and/or if the Student has not prepared for the examination with sufficient diligence, for example, because the Student has not worked or revised in accordance with advice or instruction from the staff.
- 39 **Reports and References:** Information supplied to Parents and others concerning the progress and character of a Student, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 40 **Learning Difficulties:** The School will do all that is reasonable in the case of each Student to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 41 **Assessment for Learning Difficulties:** If appropriate, the School may recommend the Student undergoes formal assessment for possible learning difficulties. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
- 42 **Information about Learning Difficulties:** Parents must notify the Head Teacher in writing if they are aware or suspect that a Student (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Student, without being charged Fees in lieu of notice if, in the professional judgement of the Head Teacher and after consultation with the Parents and with the Student (where appropriate), the School cannot provide adequately for a Student's special educational needs. The School reserves the right to charge for the provision of remedial teaching.
- 43 **Moving up the School:** It is assumed that each Student who satisfies the relevant criteria at the time will progress through the School and will ultimately complete Year 11.

Parents will be advised before the end of the Spring Term if there appears to be any reason why the Student may be refused a place at the next stage of the School. **Parents must give a term's notice in writing** (i.e. before the start of the Summer Term) **in accordance with the Provisions about Notice (in section H) if they do not intend the Student to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.**

44 **School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of a Student in conjunction with any member of staff and/or other Students at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Student's role in creation/development of intellectual property.

45 **Student's Intellectual Property:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to our retaining such work at school premises until, in our professional judgement, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the Head teacher and staff.

46 **Educational and Social Visits:** A variety of educational and social visits will be provided for the Student. By signing the Application Form or agreeing to be bound by these terms and conditions the Parents consent to the Student taking part in any educational visit. Educational visits which:

46.1 cost more than £100; or

46.2 require overseas travel; or

46.3 involve an overnight stay; or

46.4 occur during a weekend or School vacation; or

46.5 involve some element of high risk or adventurous activity

will be the subject to a separate agreement. The cost of the trip will be payable in advance. The Student is subject to school discipline in all respects whilst engaged in a school trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Student's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue fees remain unpaid.

G Behaviour and Discipline

47 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Directors to the Head Teacher. The Head Teacher 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 a Student is at issue.

48 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Student will take a full part in the activities of the School, will attend each school day, will be punctual, will work

hard, will be well-behaved and will comply with all the School Rules.

49 **School Rules:** The School Rules and Regulations which apply are set out in the relevant School Policies and other documents published from time to time. Parents are requested to read these documents carefully with the Student before they accept the offer of a place.

50 **School Discipline:** The Parents hereby confirm that they accept the authority of the Head Teacher and of other members of staff on the Head Teacher's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Student and the school community as a whole. The School's disciplinary policy which is current at the time applies to all students when they are on school premises, or in the care of the School, or otherwise representing or associated with the School.

51 **Investigative Action:** A complaint or rumour of misconduct will be investigated. A Student may be questioned and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by a Parent, education guardian or a teacher of the Student's choice.

52 **Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Student in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head Teacher before a decision is taken in such a case. In the absence of a Parent or an education guardian, the Student will be assisted by an adult (usually a teacher) of his/her choice.

53 **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of Students or others who have given information which has led to the complaint or which the Head Teacher has acquired during an investigation.

54 **Drugs:** The School operates a zero tolerance policy on the misuse or possession of drugs and illegal substances. It is considered as a very grave breach of school discipline.

55 **Knives and other forms of weapons:** The School operates a zero tolerance policy on possession of weapons and knives. It is considered as a very grave breach of school discipline.

56 Definitions of sanctions:

56.1 **Expulsion:** means that the Student is required to leave the School permanently in circumstances described in clause 58.

56.2 **Suspension:** means that the Pupil is sent or released home for a limited period as either a disciplinary sanction or pending the outcome of an investigation or pending a Review.

56.3 **Withdrawal:** has the meaning set out in clause

- 57 **Sanctions:** The School's current behaviour policy contains the range of sanctions and is available to Parents on request before they accept the offer of a place. The policy may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the school or external community, detention for a reasonable period, withdrawal of privileges, or suspension, or alternatively being removed or expelled.
- 58 **Expulsion:** A Student may be formally expelled from the School if it is proved on the balance of probabilities that the Student has committed a very grave breach of school discipline or has committed a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head Teacher shall act with procedural fairness in all such cases.
- 59 **Fees after Expulsion:** If the Student is expelled, there will be no refund of the Registration Fee or of Fees for the current or past terms. Fees outstanding for the remaining months of the term in which the expulsion took place will still be payable to the school. Any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sum due to the School will be payable.
- 60 **Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Student, temporarily or permanently from the School, if, after consultation with a Student and/or Parent, the Head Teacher is of the opinion that by reason of the Student's attendance, conduct, behaviour or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a Parent or family member/friend has treated the School or members of its staff unreasonably, or has slandered the school or its staff by word of mouth, social media or any other such public forums. In these circumstances, at the sole discretion of the Head Teacher, the Parents may be permitted to withdraw the Student as an alternative to removal being required. The Head Teacher shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and Parents as well as those of the School.
- 60.1 Parents or Family members, friends who utilise social media to slander and defame the school or its staff, will be asked for the immediate removal of these statements. If this does not happen, the Head Teacher can ask for the temporary removal of the child until these statements are removed.
- 60.2 In The event that the parent is unaware of who or how the defamatory comments were placed on social media, the school will request a written statement from the parent(s) in order to clear any misunderstandings. The Head Teacher will then be permitted to utilise this statement to free the school of any accusations. In the event that this does not occur, the child can be removed from the school register.
- 61 **Fees Following Removal:** If the Student is removed in the circumstances described above, the provisions relating to Fees and Registration Fee shall be the same as for expulsion.
- 62 **Leaving Status:** The School reserves the right to record the leaving status of the Student on the Student's file immediately after Expulsion or Removal or Withdrawal.
- 63 **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to expel or remove a Student must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.
- H Provisions About Notice**
- see also section F "Moving up the School" and section G.
- 64 **Term:** means the period between and including the first and last days of the relevant school term.
- 65 **Notice to be given by Parents** means (unless the contrary is stated in these terms and conditions) a term's written notice given by both Parents, or one of the Parents with the prior consent of the other parent, and any other person with Parental Responsibility before the first day of Term addressed to and received by the Head Teacher personally or signed for by the Head Teacher's secretary. It is expected that Parents will consult with the Head Teacher before giving notice to withdraw a Student.
- 66 **Fees in lieu of notice** in circumstances where the Parents have not given a Term's written notice, Fees in lieu of notice means Fees in full at the rate applicable for the next Term following Withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. One Term's Fees in lieu of notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- 67 **"A term's notice"** to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given **in writing** if the Parents **wish to cancel a place** which they have accepted, or if Parents **wish to withdraw a Student** who has entered the School; or if, **the Student will not return for the following year** even if he/she has achieved the required grades.
- 68 **Cancelling Acceptance:** The Cancellation of a place which has been accepted is normally a breach of

contract which can cause long term loss to the School if it occurs after other families have taken their decisions about schooling. A genuine pre-estimate of loss is fees for between one and two years. Nonetheless, the School agrees to limit the liability of Parents to:

68.1 One term's Fees at the rate payable for the Term of Entry.

69 **Withdrawal:** means the withdrawal of the Student from the School by the Parents or the Student with or without Notice required under these terms and conditions at any time after the Student has entered the School. Please see clause 12 for details of when Entry to the School occurs.

70 **Withdrawal by Parents:** If a Student is withdrawn on less than a Term's notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice, will be immediately due and payable as a debt unless the place is filled immediately and without loss to the School.

71 **Prior Consultation:** It is expected that the Parents or duly authorised education guardian will in every case consult personally with the Head Teacher or with the Head Teacher's authorised Deputy before notice of Withdrawal is given.

72 **Discontinuing Extras:** A term's written notice is required to discontinue extra tuition or extra curriculum tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.

73 **Termination by the School:** The School may terminate this agreement **on one Term's written notice sent by ordinary post.** The School would not terminate the contract without good cause and full consultation with Parents and also the Student (if of sufficient maturity and understanding).

I Fees

74 **Fees:** may include alone or in combination any of the Registration Fee; Tuition Fees; Fees for extra tuition or extra curriculum tuition; charges arising in respect of educational visits, charges involved in the delivery of certain courses such as Photography, Media and Art, for example and damage where a Student alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payable and late payment charges if incurred.

75 **Information about fees:** The parents consent to the School making enquiries of the Student's current or previous schools for confirmation that all sums due and owing to such school/s have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Student is to be

transferred if any Fees of this School are unpaid.

76 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the School Term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid.

77 **Refund/Waiver:** Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund Fees will not be refunded or waived if:

77.1 the Student is absent through illness; or

77.2 a term is shortened or a vacation extended; or

77.3 the Student is released home after public examinations or otherwise before the normal end of term; or

77.4 the School is temporarily closed due to adverse weather conditions; or

77.5 for any reason other than exceptionally and at the sole discretion of the Head Teacher in a case of genuine hardship.

See Section J for information about events beyond the control of the parties.

78 **Exclusion for Non-Payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. If the Student is excluded for a period of 28 days he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of notice will be payable in accordance with Section H. Exclusion in these circumstances is not a disciplinary matter and the right to a Review will not normally arise. The School may also withhold any information, character references or property while Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student. 69

79 **Late Payment:** Parents shall be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.

80 **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees as set out in clause 88.

81 **Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one Student may be appropriated by the School to the unpaid account of any other Student of those Parents.

82 **Instalment arrangements:** An agreement by the School to accept payment of current and / or past and /or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents

and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

83 **Payment of Fees by a Third Party:** An agreement with a third party (such as an employer, grandparent or step-parent without parental responsibility) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Head Teacher. The School reserves the right to refuse a payment from a third party.

84 **Scholarships & Bursaries:** Every scholarship, exhibition, bursary or other award or concession is a privilege and is subject to high standards of attendance, diligence and behaviour on the Student's part and to the Parents' treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed.

85 **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the School written notice of withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of notice and the refundable part of the Registration Fee will be refunded without interest less any sums owing to the School.

86 **Money Laundering and anti-bribery:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

J Events beyond the control of the Parties

87 **Force Majeure:** An event beyond the reasonable control of the School or the Parents is a "Force Majeure Event" and shall include such events as an 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.

88 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

89 **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 97 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

90 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 97 may terminate this contract by providing at least three working days' notice in writing to the other party.

90.1 **Payment of Fees:** During this period of Force Majeure we will charge you for the time the Academy and reception class is closed. For example, we may close because of severe weather conditions, outbreak of flu, swine flu, covid19 or other similar illnesses etc.

K General Contractual Matters

91 **Data Protection:** By signing the Pupil Registration Form or agreeing to be bound by these terms and conditions the Parents on behalf of themselves and, so far as they are able, on behalf of the Student consent to the processing by the School of personal information including:

91.1 financial information relating to the Parents;

91.2 sensitive personal information relating to the Parents and / or the Pupil;

as is deemed necessary for the legitimate purposes of the School. See also the School's *Data Protection information notes* as set out in Schedule 1.

92 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations, the disciplinary framework, and the length of School Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.

93 **Consultation:** It is not practicable to consult with Parents and Students over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that Parents will be consulted and where possible given at least a Term's notice of a change of policy, or a change in any physical aspect of the School which would have a significant effect on the Student's education or pastoral care, or a change of ownership.

94 **Consumer Protection:** Care has been taken to use plain language in these terms and conditions. If any words above or in combination infringe the *Unfair Terms in Consumer Contracts Regulations 1999* or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

95 **Representations:** The School's prospectus and website describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus, website or on a statement made by a member of staff or a Student they should seek written confirmation of that matter from the Head Teacher.

96 **Third Party Rights:** Only the School and the Parents are parties to this contract. Neither the Student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

97 **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.

98 **Jurisdiction:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

**North Road Academy Ltd:
A Private Limited Company
Registered in England Company No: 8156719
Registered Office:
North Road
Cobridge
Stoke on Trent
Staffordshire
ST6 2BP**

Schedule 1 Data protection information notes

- 1 The School holds information about you and your child including exam results, parent and guardian contact details, financial information and details of medical conditions. This information is kept electronically on the School's information management system or manually in indexed filing systems.
- 2 These notes refer to the **processing** of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.
- 3 The School processes information about you and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and / or the School processing financial information obtained from you or from third parties such as credit reference agencies for pupils to.
- 4 The School may process different types of information about your child for the purposes set out above. That information may include:
 - 4.1 medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child;
 - 4.2 personal details such as home address, date of birth and next of kin;
 - 4.3 information concerning your child's performance at School, including discipline record, School reports and examination reports;
 - 4.4 financial information including information about the payment of fees at this School or any other school.
- 5 Where in the professional opinion of the Head it is deemed necessary we may share information with certain third parties.
- 6 We may, in order to verify your identity and so that we can assess your application for the award of a bursary or for credit in contemplation of an agreement for the deferment of fees, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about you. Failure to supply information may result in a refusal of an award or credit.