

Southbank International School terms and conditions

1 Introduction

1.1 **Terms and conditions:** These terms and conditions reflect the custom and practice of independent schools for many generations and together with:

1.1.1 the letter of offer;

1.1.2 the Acceptance Form; and

1.1.3 the current fees list as found in the Admissions Guide on the website

they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These terms and conditions are intended to promote the education and welfare of students and the stability, forward-planning, proper resourcing and development of the School.

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

1.3 **Information brochures and website:** Any information brochures the School produces and its website are not contractual documents. Please see clause 11.5 for further information. The School website contains a number of policies and procedures which can be viewed by the Parents. Printed copies are available from the School on written request.

1.4 **Fees and notice:** The rules concerning fees and notice are of particular importance and are set out in Section 4 and Section 9.

1.5 **Managing change:** Southbank International School, as any other school, is likely to undergo a number of changes during the time your child is a Student here. Please see Section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2 Terminology

2.1 **The School or We or Us:** means Cognita Schools Limited, trading as Southbank International School, as now or in the future constituted (and any successor). The School is constituted as a company limited by shares. The School means as applicable one or all of the campuses of Southbank International School:

2.1.1 The Hampstead campus - a day school for children aged 3 - 11 years old;

2.1.2 The Kensington campus - a day school for children aged 3 - 11 years old;

2.1.3 The Westminster campus - a day school for children aged 11 - 19 years old.

- 2.2 **School Board:** means the School Board of the School, which is led by the Chair of the Board. The School Board is responsible for the strategic direction of the School and has an overall supervisory function.
- 2.3 **Director of Education:** means the Director of Education of Cognita Schools Limited.
- 2.4 **The Executive Principal:** means the Executive Principal of the School as appointed by the School Board. The Executive Principal is responsible for the day-to-day running of the School, and that expression includes those to whom any duties of the Executive Principal have been delegated.
- 2.5 **The Principal:** means as appropriate the Principal of one of the campuses defined at 2.1 above as appointed by the Executive Principal and the School Board, and that expression includes those to whom any duties of the Executive Principal have been delegated.
- 2.6 **The Parents or You:** means any person, for example, a natural parent or legal guardian, who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, 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. Please also see clause 4.3 and clause 11.6.
- 2.7 **Parental Responsibility:** Those who have parental responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.
- 2.8 **The Student:** means the child named on the Acceptance Form. The age of the Student will be calculated in accordance with British custom.

3 Admission and entry to the School

- 3.1 **Registration and admission:** Applicants will be considered as candidates for admission and entry to the School when all the application documents have been completed and returned to the Admissions Office and the non-returnable Application Fee paid. Admission will be subject to the availability of a place and the Student and the Parents satisfying the admission requirements at the relevant time. **Admission** occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Student attends the School for the first time under these terms and conditions.
- 3.2 **Equality:** The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited 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.

3.3 **Offer of a place and deposit:** The Acceptance Deposit, one Term's Tuition Fees, the Capital Development Fee, calculator (where appropriate) and Parent Teacher Association fees will be payable when the Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School until the Student leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these terms and conditions or unless the Parents wish to donate the Acceptance Deposit to the School's Scholarship and Bursary Fund. See also clause 9.6.

3.4 **Campus visit:** As part of the School's admissions process, the School offers campus visits to enable families who are applying to join the School to see the campus they are applying for and to discuss any questions they might have in person with an authorised representative of the School. Should the applicant's family be unable or unwilling to use this opportunity to meet with a representative of the School in person prior to formally accepting their offered place or places at the School, for any reason, the School unless negligent cannot accept any responsibility for the consequences of the family's failure to do so.

4 Fees

4.1 **Fees:** may include alone or in combination any of the Application Fee, the Acceptance Deposit, Tuition Fees, Capital Development Fees, Parent Teacher Association fees, Fees for extra tuition, other extras such as clothing and equipment, lunches, home door to door transport, photographs or other items ordered by the Parents or the Student, or charges arising in respect of educational visits, or damage where the 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 payment or late payment charges if incurred.

4.2 **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 start of the School Term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid.

4.3 **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 Director of Finance and Operations. The School reserves the right to refuse a payment from a third party. If the School Fees are to be paid by an employer or by anyone other than the signatories to the application, that third party must complete, sign and return an Acceptance of Financial Responsibility form, as part of the application process.

4.4 **Indemnity:** The Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School if the School is required to repay all or part of any sum paid to it by a third party credit provider on behalf of the Parents.

- 4.5 **Refund or 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:
- 4.5.1 the Student is absent through illness; or
 - 4.5.2 a Term is shortened or a vacation extended; or
 - 4.5.3 the Student is released home before or after public examinations or otherwise before the normal end of a Term; or
 - 4.5.4 the School is temporarily closed due to adverse weather conditions; or
 - 4.5.5 this agreement is terminated by the School following a breach of contract by the Parents;
 - 4.5.6 for any reason other than exceptionally and at the sole discretion of the Executive Principal in a case of genuine hardship.

See also Section 10 for information about events beyond the control of the parties.

- 4.6 **Exclusion for non-payment:** The School reserves the right to exclude the Student 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 9. Exclusion in these circumstances is not a disciplinary matter and the right to a School Board Review will not normally arise. The School may 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.
- 4.7 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on outstanding Fees. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. The Parents shall also 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.
- 4.8 **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 may be applied to any unpaid balance of Fees, as set out in clause 4.7.
- 4.9 **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 child may also be appropriated by the School to the unpaid account of any other child of the Parents.
- 4.10 **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.

- 4.11 **Composition schemes:** An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
- 4.12 **Fees 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 Student within 21 days and will not be liable to pay Fees in lieu of notice and the Acceptance Deposit will be refunded without interest less any sums owing to the School.
- 4.13 **Information about Fees:** The Parents consent to the School making enquiries of the Student's previous schools for confirmation that all sums due and owing to such schools 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.
- 4.14 **Anti-money laundering:** From time to time the School may need to obtain satisfactory evidence such as sight of a passport of the identity of a person who is paying Fees.

5 Educational matters

- 5.1 **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.
- 5.2 **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the School Board, Education Director, Executive Principal and Principal, is most appropriate to the School community as a whole. This may include a period of compulsory study at another UK or overseas Cognita School as part of the School's curriculum. 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. If the Parents have specific requirements or concerns about any aspect of the Student's education or progress they should contact the Student's classroom teacher (primary) or Advisor (secondary), or another appropriate member of staff, as soon as possible, or contact the Principal in the case of a more serious concern.
- 5.3 **Progress reports:** The School shall monitor the Student's progress and shall report regularly to the Parents by means of parents' evenings and written assessments.
- 5.4 **Sex education:** The Student will receive health and life skills education appropriate to his / her age in accordance with the curriculum from time to time 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.

- 5.5 **Public examinations:** The Executive Principal and / or the Principal may, after consultation with the Parents and the Student, decline to enter the Student's name for a public examination if, in the exercise of his / her professional judgement, the Executive Principal and / or Principal 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 his / her teacher.
- 5.6 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Student, and about examination, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 5.7 **Learning difficulties:** The School shall do what is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The School 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. The School reserves the right to charge for the provision of additional teaching.
- 5.8 **Screening for learning difficulties:** The screening tests available to schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Student may have a learning difficulty. In appropriate circumstances, the School will request that a formal assessment is carried out which can be arranged by the School at the Parents' expense or by the Parents themselves.
- 5.9 **Information about learning difficulties:** The Parents shall notify the Principal when completing the School's Confidential Information form and subsequently in writing if they are aware or suspect that the Student (or anyone in his or her immediate family) has a learning difficulty, and the Parents must provide the School with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Student, without being charged Fees in lieu of notice if, in the professional judgement of the Executive Principal, and after consultation with the Parents and with the Student (where appropriate) following the provision of reasonable adjustments, the School is, in its judgement, unable to provide adequately for the Student's special educational needs.
- 5.10 **Moving up the School:** It is assumed that each Student who satisfies the relevant academic and disciplinary criteria at the time will progress through the School and will ultimately complete the IB Diploma Programme (Grade 12). The Parents will be consulted before the end of the Second Term of the school year if there appears to be any reason why the Student may be refused a place in the next Grade of the school. The Parents must give a term's notice in writing (i.e. before the end of the Second Term) in accordance with the provisions about Notice (please see section 9) 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.
- 5.11 **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 the 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 the creation / development of intellectual property.

5.12 **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 the School retaining the Student's original work until, in the professional judgement of the Executive Principal and Principal, 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 School's staff.

5.13 **Educational visits:** A variety of educational visits will be provided for the Student. By signing the Acceptance 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:

5.13.1 cost more than £50; or

5.13.2 require overseas travel; or

5.13.3 involve an overnight stay; or

5.13.4 occur during a weekend or School vacation; or

5.13.5 involve some element of high risk or adventure activity

will be subject to a separate, individual agreement. The cost of such a visit, where applicable, will be payable in advance. The Student shall be subject to School discipline in all respects whilst engaged in an educational visit (please see the School's Behaviour Policy and Conduct of Students Behaviour Rules). All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the disciplined 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 Student from taking part in an educational visit while overdue fees remain unpaid.

6 Pastoral care

6.1 **The School's 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 the School community and the rights and freedoms of others.

6.2 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a Student or any educational issue or other matter connected to the School should be notified to the School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request. See also clause 8.17.

6.3 **Student's rights:** The Student, if of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold

consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his / her parents. If a conflict of interest arises between the Parents and the Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parents.

- 6.4 **Executive Principal's and / or Principal's authority:** The Parents authorise the Executive Principal and / or the Principal to take and / or authorise in good faith all decisions which the Executive Principal and / or the Principal considers on proper grounds will safeguard and promote the Student's welfare. Please see Section 7.
- 6.5 **Ethos:** The ethos of the School is partly to foster good relationships between Students and between members of staff and Students. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Student and the Parents and we expect the same of the Student and the Parents in relation to the School or its staff.
- 6.6 **Physical contact:** The Parents consent to such physical contact with the Student:
- 6.6.1 as may accord with good practice; or
 - 6.6.2 as may be appropriate and proper for teaching and instruction; or
 - 6.6.3 for providing comfort to the Student in distress; or
 - 6.6.4 to maintain safety and good order; or
 - 6.6.5 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.

- 6.7 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- 6.7.1 any known medical condition, health problem or allergy affecting the Student;
 - 6.7.2 any history of a learning difficulty on the part of the Student or any member of his / her immediate family;
 - 6.7.3 any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Student;
 - 6.7.4 any family circumstances or court order which might affect the Student's welfare or happiness;
 - 6.7.5 any concerns about the Student's safety;
- 6.8 **Confidentiality:** The Parents authorise the Executive Principal and / or Principal to override their own and (so far as they are entitled to do so) the Student's rights to confidentiality, and to impart confidential information on a need-to-know basis, including

to the appropriate outside agencies, where necessary to safeguard or promote the 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, members of staff may need to be informed of any particular vulnerability the Student may have. The School reserves the right to monitor the Student's use of:

6.8.1 email;

6.8.2 internet; and

6.8.3 mobile electronic devices.

See also the School's IT Acceptable Use Policy.

- 6.9 **Special precautions:** The Principal needs to be aware of any matters that are relevant to the Student's safety and security. The Principal 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 Executive Principal and Principal, acting in a proper manner, consider such exclusion to be in the best interests of the Student or any other member of the School community.
- 6.10 **Leaving School premises:** The School will do all that is reasonable to ensure that the Student remains in the care of the School during School hours. It cannot accept responsibility for the Student if he / she leave School premises in breach of School rules or regulations. The School is not legally entitled to prevent a Student aged 16 years or over from leaving School premises during School hours.
- 6.11 **Residence during term time:** Except where otherwise arranged, the Student is required during term time, and at weekends and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. The Principal must be notified in writing immediately if the Student will be residing during term time under the care of someone other than the Parents.
- 6.12 **Communications from 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 a 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 9.2
- 6.13 **Absence of parents:** When both Parents will be absent from the Student's home overnight or for a 24 hour period or longer, the Principal must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of the Student.
- 6.14 **Collection of the Student:** The Principal must be notified in writing if anyone other than a Parent is collecting the Student. The School will not permit a child to leave with a third party unless notification has been received. In the case of an emergency the School may operate a password system.

- 6.15 **Education guardians:** The Parents if resident outside the United Kingdom must appoint before entry an education guardian for the Student in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorisation when necessary. The School can accept no responsibility for the Student when he / she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.
- 6.16 **Photographs or images:** By signing the Acceptance Form or agreeing to these terms and conditions the Parents consent to the School obtaining and using photographs or images of the Student for:
- 6.16.1 use in the School's promotional material such as the prospectus, the website and social media;
- 6.16.2 press and media purposes;
- 6.16.3 educational purposes as part of the curriculum or extra-curricular activities.

We would not disclose the home address of the Student without the Parents' consent. If the Parents do not want the Student's photograph or image to appear in any of the School's promotional material they must make sure the Student knows this and must write immediately to the Principal requesting an acknowledgement of their letter.

- 6.17 **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.
- 6.18 **Student's personal property:** The Student is responsible for the security and safe use of all his / her personal property including but not limited to money, mobile phones, locker keys, watches, computers including those required under any Bring Your Own Device scheme, musical instruments and sports equipment, and for property lent to them by the School.
- 6.19 **Insurance:** The 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.
- 6.20 **School's 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 the Parents or for loss or damage to property.

7 Health and medical matters

- 7.1 **Medical declaration:** The Parents will be asked to complete, annually, a Confidential Information form concerning the Student's health and must inform the Principal 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 anyone with an infectious or contagious disease.

- 7.2 **Medical care:** The Parents must comply with the School's recommendations which may include a reasonable decision to release the Student home when he / she is unwell.
- 7.3 **Student's health:** The Principal may at any time require a medical opinion or certificate as to the Student's general health where the Principal considers it necessary as a matter of professional judgement in the interests of the Student and / or the School community. The Student if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Student's own interests or where necessary for the protection of other members of the School community.
- 7.4 **Medical information:** Throughout the Student's time as a member of the School, the School shall have the right to disclose confidential information about the Student if it is 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.
- 7.5 **Emergency medical treatment:** The Parents authorise the Executive Principal and / or Principal to consent on their behalf to the Student receiving emergency medical treatment including blood transfusions, general anaesthetic and operations performed by a public health service or at a private hospital and where certified by an appropriately qualified person as necessary for the Student's welfare and if the Parents cannot be contacted in time.

8 Behaviour and discipline

- 8.1 **School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the School Board to the Executive Principal and Principals. The Executive Principal is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the Student is at issue.
- 8.2 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Student will take a full part in the activities of the School, will attend each School day unless ill, will be punctual, will work hard, will be well-behaved and will comply with the School guidance about dress and general appearance.
- 8.3 **School rules:** The School rules which may apply are set out in the School Handbook and other documents published from time to time. The Parents are requested to read these documents carefully with the Student before they accept the offer of a place.
- 8.4 **School discipline:** The Parents accept the authority of the Executive Principal and / or Principal and of other members of staff on the Executive Principal and / or Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Student and the School community as a whole. The School's Behaviour Policy of each campus and Conduct of Students Behaviour Rules 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. The School's authority is extended beyond school when illegal/recreational drugs may be used by the Student. See the School's Illegal Drug's Policy.

- 8.5 **Investigative action:** A complaint or rumour of misconduct will be investigated. The 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 the 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 the Parents, education guardian or a teacher of the Student's choice.
- 8.6 **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 Executive Principal and / or Principal before a decision is taken in such a case. In the absence of the Parents or education guardian, the Student will be assisted by an adult (usually a teacher) of his / her choice.
- 8.7 **Divulging information:** Except as required by law, the School and its staff shall not be required to divulge to the 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 Executive Principal and / or Principal has acquired during an investigation.
- 8.8 **Sanctions:** The School's current policies on sanctions are available to the Parents before they accept the offer of a place. Those policies 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, suspension, or alternatively being removed or expelled.
- 8.9 **Definitions of sanctions:** The definitions in this clause apply in these terms and conditions.

Expulsion: means that the Student is required to leave the School permanently in circumstances described in clause 8.10.

Removal: means that the permanent removal of the Student from the School is required in circumstances described in clause 8.12.

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

Withdrawal: has the meaning set out in clause 9.8.

- 8.10 **Expulsion:** The 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 discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Executive Principal and / or Principal shall act with procedural fairness in all such cases.

The Executive Principal's decision to expel shall be subject to a School Board Review if requested by the Parents. The Student shall be suspended from the School pending the outcome of the Review. See clause 8.15 and clause 8.16.

- 8.11 **Fees following expulsion:** If the Student is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms. There will be no charge to Fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.
- 8.12 **Removal in other circumstances:** The Parents may be required to remove the Student permanently from the School if, after consultation with the Parents and if appropriate the Student, the Executive Principal and / or Principal is of the opinion that:
- 8.12.1 by reason of the Student's conduct, behaviour or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the School; or
- 8.12.2 if the Parents, in the opinion of the School, have treated the School, members of its staff or any member of the School community unreasonably; then
- in these circumstances, and at the sole discretion of the Executive Principal and / or Principal, withdrawal of the Student by the Parents may be permitted as an alternative to Removal being required. The Executive Principal and / or Principal shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and the Parents as well as those of the School. The Executive Principal's and / or Principal's decision to require the Removal of the Student shall be subject to a School Board Review if requested by the Parents. The Student shall be suspended from the School pending the outcome of the Review. See clause 8.15 and clause 8.16.
- 8.13 **Fees following removal:** If the Student is removed or withdrawn in the circumstances described in clause 8.12, the provisions relating to Fees shall be as set out in clause 8.11 save that the Acceptance Deposit, if paid, will be refunded without interest less any sums owing to the School.
- 8.14 **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.
- 8.15 **School Board Review:** The Parents may request a review by the School Board of a decision to expel or require the removal of the Student from the School (but not a decision to suspend the Student unless the suspension is for 11 School days or more, or would prevent the Student taking a public examination). The request shall be made as soon as possible and in any event within seven days of the Executive Principal's decision being notified to the Parents. The Parents will be entitled to know the names of the members of the School Board who make up the review panel.
- 8.16 **Review procedure:** The Executive Principal and /or Principal will advise the Parents of the procedure (current at that time) under which a School Board Review shall be conducted by a panel of three members of the School Board. If the Parents request a School Board Review, the Student will be suspended from School until the review procedure has been completed. While suspended, the Student shall remain away from

School and will have no right to enter School premises during that time without written permission from the Executive Principal. A School Board Review will be conducted under fair procedures in accordance with the requirements of natural justice.

- 8.17 **Complaints procedures:** A complaint about any matter of School policy or administration not involving an Expulsion or Removal of the Student must be made in accordance with the School's published complaints procedure. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9 Provisions about Notice

- 9.1 **Term:** means the period between and including the first and last days of the relevant school term.

- 9.2 **Notice:** means (unless the contrary is stated in these terms and conditions) written notice given by:

9.2.1 both Parents; or

9.2.2 one of the Parents with the prior written consent of the other parent; and

9.2.3 any other person with Parental Responsibility

before the first day of Term addressed to and received by the Director of Admissions, External Relations and Marketing. Any Notice received by the School shall be acknowledged by the Director of Admissions, External Relations and Marketing. It is expected that the Parents will consult with the Principal before giving Notice to withdraw the Student.

- 9.3 **A Term's Written Notice:** means Notice given before the first day of Term and expiring at the end of that Term. A Term's Written Notice must be given if:

9.3.1 the Parents wish to cancel a place after acceptance; or

9.3.2 the Parents wish to withdraw the Student who has entered the School.

Please also see clause 5.10.

- 9.4 **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. 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 greater. This rule is necessary to ensure stability, and the School's ability to plan its staffing and other resources.

- 9.5 **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Student enters the School or where the Student does not enter the School. Please see clause 3.1 for details of when Entry to the School occurs.

- 9.6 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the Acceptance Form. In such circumstances the Acceptance Deposit will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement. The School reserves the right to retain a charge of £350 (**Administration Fee**) which represents a genuine pre-estimate of the administrative cost to the School arising from processing an application until it is accepted. The Administration Fee will be deducted from the Acceptance Deposit held.
- 9.7 **Cancelling acceptance:** The cancellation of a place after acceptance can cause long-term loss to the School. A genuine pre-estimate of loss is fees for between one and five years. Nonetheless, the School agrees to limit the liability of the Parents to:
- 9.7.1 one Term's Fees at the rate payable for the Term of Entry (less the Acceptance Deposit) payable as a debt if less than a Term's Written Notice of cancellation has been given; or
- 9.7.2 the Acceptance Deposit if more than a Term's Written Notice has been given.
- Cases of serious illness or genuine hardship may receive special consideration on written request.
- 9.8 **Cancelling a place offered in the Term before Entry:** Save where clause 9.6 applies, if the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to two weeks from the date of the Acceptance Form. The Acceptance Deposit will then be retained by the School. If the Parents give notice of cancellation after this date or give no notice of cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry.
- 9.9 **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 3.1 for details of when Entry to the School occurs. Please see also clause 4.6, clause 9.11 and clause 9.12.
- 9.10 **Withdrawal by the Parents:** If the Student is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 4.6, Fees in lieu of notice less the Acceptance Deposit will be due and payable as a debt immediately, unless the place is filled immediately and without loss to the School.
- 9.11 **Withdrawal by the Student:** The Student's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents.
- 9.12 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Principal or with the Principal's authorised deputy before Notice of Withdrawal is given by the Parents.
- 9.13 **Discontinuing extra tuition and / or transport:** A Term's Written Notice is required to discontinue extra tuition (including that offered by Co-operating Teachers) and / or

Transport, or a Term's Fees for the extra tuition and / or transport will be immediately payable in lieu as a debt.

- 9.14 **Termination by the School:** The School may terminate this agreement on one Term's notice in writing. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Student (if of sufficient maturity and understanding). The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees.

10 Events beyond the control of the parties

- 10.1 **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.
- 10.2 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, it shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 10.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 10.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

11 General contractual matters

- 11.1 **Data protection:** By signing the Acceptance Form or by 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:
- 11.1.1 financial information relating to the Parents and
- 11.1.2 sensitive personal information relating to the Parents and / or the Student
- 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.
- 11.2 **Consumer protection:** Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone 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.
- 11.3 **Change and Consultation:** 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; in the premises, facilities and their use; in the curriculum; the size and composition of classes; in the School rules and procedures, and the disciplinary framework; and in the length of School Terms. It is not practicable to consult with the Parents and the Student over every operational change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and, where practicable, given at least a Term's notice of any operational change which would have a significant effect on the Student's education or pastoral care.

- 11.4 **Assignment:** The benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.
- 11.5 **Representations:** The School's website describes the broad principles on which the School is operated and gives an indication of its history and ethos. Although believed correct at the time of publication, the website and any promotional brochures are not part of any agreement between the Parents and the School. If the Parents wish to place specific reliance on a matter contained in the website, or in any promotional brochure, or on a statement made by a member of staff or a Student, they should seek written confirmation of that matter from the Executive Principal and / or Principal..
- 11.6 **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.
- 11.7 **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.
- 11.8 **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.

Cognita Schools Limited (trading as Southbank International School School): a Company Limited by Shares
Registered in England No: 02313425
Registered Office: Seebeck House, One Seebeck Place, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8FR

Schedule 1 Data protection information notes

- 1 The School holds information about you and your child including exam results, parent and guardian contact details and 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.
- 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 assessments;
 - 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 Executive Principal and / or the Principal it is deemed necessary, we may share information with certain third parties, such as external statutory authorities and agencies and any schools within or outside the Cognita Group. The School also provides personal information in the form of names and addresses of parents to third party marketing organisations for the purpose of removing that information from the relevant lists for the distribution of promotional material about the School.
- 6 We may, in order to verify your identity and so that we can assess your application 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 credit.

Schedule 2

Summary of clauses containing financial consequences

Event	Clause
Offer of a place and deposit	3.3
Refund or waiver	4.5
Exclusion for non-payment	4.6
Late payment	4.7
Fees following expulsion	8.11
Fees following removal	8.13
Fees in lieu of notice	9.4
Cancellation rights	9.6
Cancelling acceptance	9.7
Cancelling a place offered in the term before entry	9.8