



# BIRKENHEAD SCHOOL

## TERMS AND CONDITIONS

**What these terms cover.** These are the terms and conditions on which we provide educational services.

**Why you should read them.** Please read these terms carefully before you accept our offer of a place at the School for your child. These terms tell you who we are and how and on what basis the School will provide educational services.

In these terms you will see some parts written in bold or otherwise highlighted to stand out. This is to draw certain provisions to your attention because they are important to our joint understanding of the good management and operation of the School and our provision of educational services.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Bursar / Finance Team ([finance@birkenheadschoo.co.uk](mailto:finance@birkenheadschoo.co.uk))

### 1. Definitions

1.1 *Meanings of some words and phrases we use in these terms and conditions.* In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

"**Acceptance Form**" means the form provided by the School for parents to complete when accepting a place for their child at the School (or "Contract for the Provision of Educational Services for those signing before April 2021");

"**child**" and "**children**" means a child or children of whatever age admitted by the School to be educated, and includes any pupil/student aged 18 or over;

"**Complaints Procedure**" means the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. It is not intended to form part of the contract between you and the School. A copy of the most up-to-date procedure is on the School's website and is otherwise available from the School's main office at any time upon request;

"**contract**" has the meaning given in Clause 1.3 below;

"**deposit**" means the amount set out and referred to as the deposit in the initial Acceptance Form;

"**exclude**" and "**exclusion**" refers to the temporary or permanent exclusion of a child from lessons and/or the site. It may take place on site (an "internal exclusion").

"**fees**" means the termly fees set out in the Schedule of Fees;

"**Head**" means the person appointed by the Governors of the School to be responsible for (or to share in the responsibility for) the day-to-day running of the whole School, including anyone to whom such duties have been delegated;

"**Schedule of Fees**" means the note of the School's prevailing fees notified to you from time to time and a copy of which remains available from the School at any time upon request;

"**School Rules**" means the body of rules of the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the then current version of the rules is provided to each child on entry and is sent to parents with the Acceptance Form.

"**Term**" (with a capital letter) means a Term (Michaelmas, Lent or Summer) in the School year of the School as notified to parents from time to time;

"**a Term's notice**" means **written** notice given not later than the first day of the Term before the Term to which the notice relates. If, for example, a Term's notice is required to withdraw your child from an extra-curricular activity with effect from the start of the Summer Term (which is the Term to which the notice relates) then a Term's notice means

you need to tell us in writing about the withdrawal, at the latest, on the first day of the Lent Term immediately before. **(see Section 15 for details on how to provide this)**

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

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1.2 below; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a holder of parental responsibility for the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words "**for example**", "**includes**" or "**including**". When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

1.2 Who we are. We are Birkenhead School, a charity (No. 1093419) and a company limited by guarantee registered in England and Wales (Reg.No. 4492250). Our registered office is The Lodge, 58 Beresford Road, Prenton, WIRRAL. CH43 2JD.

1.3 Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **School Rules** and these **terms and conditions** (as in each case may be varied from time to time) form the terms of an agreement (the "**contract**") between you and the School. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party. Materials published beyond the contract are not intended to form part of the contract. Anyone seeking to place reliance on matters contained within other materials, or on comments made by staff should seek written confirmation of such matters before contracting with the School.

## 2. Acceptance and Deposit

2.1 How you accept our offer of a place. An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.

2.2 The non-refundable status of the deposit. **The deposit is not refundable if your child does not take up their place at the School.** The limited exception to this is where notice is given in accordance with Clause 3.1 below and the School actually fills the specific vacancy created by your child's withdrawal (i.e. where a Year Group remains full), in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs. (You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to find a replacement, and also that places often have to be kept open in Early Years anticipating children joining, so substantial opportunity costs may have been incurred. There is a further limited exception applied at the School's discretion, if a request for bursary support met with a reasonable offer of such).

2.3 How we use the deposit. The deposit will form part of the general funds of the School and will be returned to you without interest in the Term following your child's leaving the School as long as there are no sums due to the School on your child's leaving, unless otherwise stated in these terms and conditions or you have indicated a wish to donate it to the Foundation Trust (for example to help fund fee support for other pupils / students).

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the School and what happens if you withdraw at that stage.

*The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about their children's schooling as it means we are less likely to fill the place. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not. **The method of providing the notice is covered in Section 15.***

## 3. Withdrawing your Acceptance of a Place before your child joins the School

3.1 Notice to withdraw your acceptance of a place before your child joins the School. **If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must either give us a Term's notice to that effect or pay to the School a Term's fees in lieu of notice.** This means that if, for example, your child is due to start at the School in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding Summer Term (i.e. the final Term of the previous academic year) or pay the fees in lieu referred to above. Where the place is in

our Nursery provision, the equivalent period is four months' notice. When we receive written notice of withdrawal, we will acknowledge it in writing within ten working days and you should contact us to confirm receipt of your written notice if you have not received such acknowledgement.

3.2 *If we receive a Term's notice.* If you provide a Term's notice, you will lose the deposit (subject to any repayment under Clause 2.2 above) but no further fees will be payable.

3.3 *If we do not receive that period of notice.* **If you do not provide us with notice before the first day of the Term immediately preceding the Term in which your child was due to start (or if no notice is provided at all) a Term's fees will be payable by you and will become due and owing to the School upon demand as a debt.** The Term's fees will be charged at the rate applicable for the Term when your child was due to start. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2.2 above) to the payment of the Term's fees you will owe us.

#### 4. **School Fees, Supplemental Charges and Payment**

4.1 *What the fees include.* Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of educating your child.

4.2 *What the fees do not include: supplemental charges.* We refer to any items charged to you in addition to the fees as **supplemental charges**. By way of example, any extra-curricular activities (such as individual music lessons, trips and visits) in which you agree in advance your child may participate and which need to be paid for, will be supplemental to items met by the fees and charged for accordingly. Separate fees are charged for transport services. Additional costs incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees.

4.3 *Catering Fees / Lunches.* Catering is included within our Nursery Fees but is charged separately for all other School Years / Sections to cover both the lunch provision and other catering provided by the School. (The School reserves the right to charge additionally for catered events). School lunches are compulsory for all children except students in the Sixth Form.

4.4 *Applicable taxes.* All of the fees and supplemental charges are exclusive of any taxes, which will be added where applicable.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - *it deals with your responsibility to pay the fees and supplemental charges.*

4.5 *Who is responsible for payment.* **Each of you who has signed the Acceptance Form is liable for the fees and supplemental charges and must ensure that all due are paid to the School. This is because our contract applies to both of you together and each of you on your own.** Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent. The only exceptions to this are set out in Clause 4.6 immediately below. Where arrangements have been made to accept payment from other/s on your behalf, the responsibility to secure payment remains yours and cannot be transferred to a third party. The School reserves the right to refuse payment from a third party.

4.6 *How one person can remove him/herself from their payment responsibility.* A person who has signed the Acceptance Form may be removed from their payment responsibility under this contract by submitting a full Term's notice in writing but that person **must** obtain the prior written consent of **both** the School **and** the other person who has signed the Acceptance Form before submitting such notice. Otherwise, each of you remains liable to the School for all of the fees and supplemental charges due in accordance with Clause 4.5 above UNLESS AND UNTIL the School (without obligation to do so) has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges.

4.7 *How bursary and scholarship awards are treated.* If your child has been awarded fee assistance by way of a scholarship and/or bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made including if, in the opinion of the Head, your child's attendance, progress and/or behaviour and/or the behaviour or conduct of one of you)) no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a Term which has already started. Where it appears likely to the Head that an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School.

- 4.8 How the fees are charged and payment requirements. The annual fees are divided into three equal parts and charged termly, regardless of the length of any Term. **Each Term's fees are charged separately and the fees payable in respect of each Term fall due for payment by you before the start of each Term.** Each Term's fees will be included in an invoice sent to you in advance. The fees must be paid in full by direct debit or direct bank transfer on or before the dates referred to above to which the invoice relates. The only exception is when paying monthly by Direct Debit when the four payments for each Term will commence in July, November and March respectively on dates specified by the School. **We may suspend your child from the School's provision if you do not pay on time and/or your fee account is in arrears. They will be treated as withdrawn if the fee arrears are not resolved within 14 days of such a suspension and a fee in lieu for the subsequent terms will be payable (see Section 5)**
- 4.9 Overseas Residents where a child and/or parent's normal residence is outside the United Kingdom, the right is reserved by the School to make an administration charge to cover fees due to the UK Visas and Immigration Service (or similar body) and/or to require payment of a full term's fees as an additional deposit.
- 4.10 Payment of termly supplemental charges. All ongoing supplemental charges for each term will also be invoiced. They are similarly due to be paid in full by direct debit or direct bank transfer on or before the first day of the term to which the invoice relates. The only exception is when paying monthly by Direct Debit when the four payments for each term will commence in July, November and March respectively. **We may suspend your child from the School's provision if you do not pay on time and/or your fee account is in arrears. They will be treated as withdrawn if the fee arrears are not resolved within 14 days of such a suspension and a fee in lieu for the subsequent terms will be payable (see Section 5).**
- 4.11 Payment of individual supplemental charges. Where charges are due for a specific activity, trip or service, the terms of payment will be made clear at the time. **We may refuse to allow your child to participate in the relevant activity while the applicable supplemental charge for that activity remains unpaid in accordance with the terms and, in any case, before the service / activity takes place.**
- 4.12 Appropriation / Set Off of Payments. A payment made in respect of one child may be appropriated or set off by the School to the unpaid account of any other child of those parents including one who no longer attends the School. The School may at any time appropriate or set off any payment made in respect of any fee/charge against any other fee/charge. Any payment used as payment or part-payment of fees/supplemental charges in arrears may therefore leave the declared purpose of the payment as unpaid. For example, where monies are paid for a School trip, but there are Fees in arrears, the School may use such payment against the fees in arrears. The charge for the School trip will be considered unpaid which may cause a pupil to be refused participation in the trip while parents remain liable for the costs of cancellation.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out what rights we have, and what action we may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.

- 4.13 Non-payment of fees: refusal to attend school. **We may refuse to allow your child to attend the School, withhold any references, or withdraw sponsorship of your child's Tier 4 / Student Visa (if applicable) while fees remain unpaid or there is a persistent failure by you to pay the fees on time.**
- 4.14 We can charge interest if you pay late. If you do not make any payment to the School by the due date for payment (see Clauses 4.7 and 4.8 above) we may charge interest to you on the overdue amount at the rate of 2 per cent per month. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the School the interest together with the overdue amount.
- 4.15 We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs, i.e. costs that would be allowable by the courts if judgment was made in the School's favour).
- 4.16 We can notify other educational institutions of your outstanding payments. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out our right to increase the fees during the course of your child's time at the School.

- 4.17 Our ability to increase the fees. We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to do so.

- 4.18 Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from and our providing educational services remotely for whatever reason. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.
- 4.19 Information on your identity and the source of funds. From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:
- 4.19.1 your identity;
  - 4.19.2 your child's identity;
  - 4.19.3 your child's right to enter, live and study in the United Kingdom; and
  - 4.19.4 the source of funds you are using to pay the fees.

You must provide the School with the information and documentation we request.

- 4.20 Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. The School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School. The School shall similarly be entitled to allocate funds you may have intended to pay for supplemental activities / services to pay for arrears on the fee account. This may have the consequence of the withdrawal of supplemental activities / services if any payment remains outstanding.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out what period of notice we require from you if you wish to withdraw your child from the School (or reduce the number of days' of attendance in our Early Years' provision) or remove your child from participating in an activity for which there is a supplemental charge.

*Due to the Termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given – we refer to the relevant sum as "fees in lieu of notice".*

## 5. Notice Requirements (see also Section 15 – Communications)

- 5.1 Notice to withdraw your child from the School. **If you wish to withdraw your child from the School (other than at the normal leaving date at the end of the Upper Sixth Form (Year 13), you must either give us a full Term's notice to that effect or pay to the School a Term's fees in lieu of notice, at the rate that would have been charged for the Term after the one in which notice was actually given.** This means that if, for example, you wish to withdraw your child with effect from the start of the Michaelmas Term (i.e. at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding Summer Term (i.e. the final Term of the preceding academic year) or pay the fees in lieu of notice referred to above. When we receive written notice of withdrawal, we will acknowledge it in writing within ten working days and you should contact us to confirm receipt if you have not received such acknowledgement.
- 5.2 Notice to reduce your child's attendance in Early Years. If you wish to reduce your child's days/sessions of attendance in our Early Years' provision, you must provide four months' notice or otherwise pay to the School the difference between the current fees and the fees for the reduced attendance in lieu of notice, at such rate as **would have been charged for the Term after the one in which notice was actually given (for example the Michaelmas Term if notice was given in the Summer Term).**
- 5.3 When the relevant amount in lieu of notice must be paid. In cases under Clause 5.1 or Clause 5.2 above (or withdrawal for non-payment under Clauses 4.8 and 4.10), the appropriate amount of fees in lieu of notice will become payable by you upon demand.
- 5.4 Notice to withdraw your child from participating in an ongoing activity/service covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you must either give a term's notice to that effect or pay to the School as a debt a term's charges for the activity in which your child has ceased to participate. Separate terms will apply to payments for trips where, upon withdrawal, a charge will be made to cover all costs already incurred and a share of other overheads (e.g. transport, administration, staffing) to avoid other parents having to increase their contributions.
- 5.5 Withdrawal part-way through a term does not reduce the amount you owe to the School. It is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

## 6. School Codes of Conduct

- 6.1 Compliance with the School's Codes of Conduct. It is a condition of remaining at the School that you and your child comply with the School's Codes of Conduct. In addition, you must ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the School Rules).
- 6.2 We may undertake drugs and alcohol testing of your child. The School may undertake drug and alcohol testing of pupils in accordance with its drug, substances and offensive weapons policy. This policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.
- 6.3 Monitoring your child's telephone, email & messaging communications, internet and Wi-Fi use, and use of social media. **The School may, subject to applicable data protection legislation, monitor your child's telephone, email & messaging communication, internet and Wi-Fi use, and use of social media.** We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## 7. Exclusion and Required Removal

- 7.1 The Head's discretion to exclude your child from the School. The Head may in his or her discretion exclude your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the exclusion is in the School's best interests and/or those of your child or other children. Exclusion may take place on School premises or by requiring your child to be removed and not to attend for a period.
- 7.2 Where you can find examples of actions punishable by exclusion. The School's Codes of Conduct set out examples of actions likely to lead to the sanction of exclusion. These examples are not exhaustive and the Head may decide that exclusion for a lesser offence is justified (e.g. where there has been previous misbehaviour). All aspects of your child's record at the School may be taken into account.
- 7.3 The Head's discretion to require you to remove your child from the School. Instead of exclusion, the Head may in his or her discretion require you to remove your child from the School if the Head considers that:
- 7.3.1 **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract; or
- 7.3.2 your child's attendance or progress at the School is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children. If this happens, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.
- 7.4 What happens if your child is excluded and/or removed from the School.
- 7.4.1 Should the Head exercise his or her right under either Clause 7.1, 7.2 or Clause 7.3.1 above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded and/or removed. The deposit will also be forfeited meaning that the School will retain the deposit.
- 7.4.2 If your child is excluded or you are required to remove your child from the School (other than for non-payment of fees due), fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the exclusion/required removal will be refunded.
- 7.5 Impact of exclusion or required removal on this contract. This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.
- 7.6 Your right to have decisions to exclude or require the removal of your child reviewed. You are entitled to have any decisions taken by the School and/or Head to exclude and/or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the final stage of the Complaints Procedure.

## 8. The School's Obligations

- 8.1 The period of your child's education. Subject to these terms and conditions, the School will accept your child as a pupil/student of the School and register your child on the School's statutory register from the time of joining the School until the end of his or her Secondary education – i.e. to the end of the Upper Sixth Form (Year 13).

- 8.2 The School shall not be obliged to permit your child to enter Year 7, Year 9 or the Sixth Form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a final decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth form conditional upon the results of such examinations. **However, except where the School agrees otherwise in writing and even where the School has imposed conditions on entry into the Sixth Form or other years, if you wish to withdraw your child prior to entering the Sixth Form or lower years, Clause 5.1 applies and you will either need to give us a Term's written notice or pay us a Term's fees in lieu of notice.**
- 8.3 The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil/student of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during School hours and at other times when your child is permitted to be on School premises (other than when due to be supervised by a parent – e.g. after an event or activity) or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the direct supervision of a member of School staff.**
- 8.4 Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- 8.5 What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care we will, if practicable, try to contact you to obtain your prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion - unless you have previously notified us you object to blood transfusions).**
- 8.6 Our right to make changes at the School. Our website, prospectus, policies and procedures describe the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely whilst your child remains at home, for example, where the School is required to restrict access to the School premises).
- 8.7 We will give you notice of significant changes. Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5.1 above.
- 8.8 Monitoring your child's progress at the School. We will monitor your child's progress at the School and produce regular written reports. **We will advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions/ special educational needs.** A formal assessment of learning needs can be arranged either by you or by the School at your expense.
- 8.9 Religious observance and relationships and sex education (RSE) and health education. Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School's declared policy on such.
- 9. The Parents' Obligations**
- 9.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- 9.2 Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:
- 9.2.1 maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract and including in the tone, content, volume and/or nature of your communications with the School);
  - 9.2.2 encouraging your child in his or her studies, and giving appropriate support at home;
  - 9.2.3 keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);
  - 9.2.4 ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to them) are not withheld;

- 9.2.5 providing co-operation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education.
- 9.2.6 attending meetings and keeping in touch with the School where your child's interests so require; and
- 9.2.7 raising concerns / complaints promptly and directly with appropriate staff members.
- 9.3 **You must notify us of your child's health/medical conditions or special educational needs. [It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child.** You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has or subsequently develops, whether underlying, long-term, or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 13.1.2 below.**
- 9.4 **Circumstances where we may require you to keep your child away from School.** If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- 9.5 **You must notify us of any special arrangements needed for your child.** You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.
- 9.6 **You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child.** You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court order/s or undertaking/s (or the relevant parts of them) having obtained the permission of the court if necessary.
- 9.7 **We require you to nominate a 'responsible adult' for us to contact in your absence.** Where we notify you that this is a requirement (for example for parents who live or regularly work overseas), It is a condition of your child's joining and remaining at the School that you complete and submit to the School a parental absence form for your child. Amongst other things this form will nominate a 'responsible adult' (or 'educational guardian') for your child who will be delegated the authority by you to make decisions relating to your child including where the School is not able to contact you.
- 9.8 **We are entitled to expect that parents have consulted with each other regarding decisions relating to your child.** You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below, you (and each of you) accept that the School is entitled to treat:
- 9.8.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- 9.8.2 any communication from the School to one of you as having been given to both of you.

**PLEASE READ THIS NEXT SECTION CAREFULLY – it sets out who needs to sign a notice of withdrawal of your child.**

- 9.9 **We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract (ie, under any of Clauses 3.1,, 4.6, 4.15, 5.1 or 5.2) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).**
- 9.10 **You must notify us of your child's absence from School.** The School must be informed as soon as possible in writing of any reason for your child's absence from School. You can do this by phone to the relevant office or email (currently [nursery@birkenheadschool.co.uk](mailto:nursery@birkenheadschool.co.uk), [prepabsence@birkenheadschool.co.uk](mailto:prepabsence@birkenheadschool.co.uk) and [seniorabsence@birkenheadschool.co.uk](mailto:seniorabsence@birkenheadschool.co.uk))  
Wherever possible the School's prior consent should be sought for absence from the School.



- 9.11 Parents must notify us if they will be absent for a period of time (during School Terms). If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days] then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- 9.12 Raising concerns with the School and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request.

## 10. Insurance

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises. Your child is included in a personal accident and travel insurance scheme, the charge for which is included in the fees. The School cannot warranty that the insurance is sufficient to cover all circumstances and parents should check the details for this purpose. The School cannot take responsibility for loss of clothing, money or other belongings except where specifically entrusted to a member of staff with their knowledge and consent. The School cannot take responsibility for damage to bicycles or vehicles on site except where caused by a member of staff's negligence.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain choices relating to their personal data themselves. Parents' views remain important, but sometimes the law will require us to give more weight to the decision the child makes about their own privacy.*

*For most purposes, it will not in fact be necessary or practical for us to obtain consent from you (or your child) for the use we make of your (or your child's) personal data. The law recognises this but also requires that, as far as possible, we set out clearly what these uses will be. Please also see our 'Privacy Notice' which is available on the School's website.*

## 11. How we may use Personal Information: References, Confidentiality and Data Protection

- 11.1 References for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- 11.2 We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and audio-visual recordings, both whilst your child is at the School and after he or she has left, for the purposes of:
- 11.2.1 managing relationships between the School and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and
  - 11.2.2 promoting the School to prospective pupils/parents, publicising the School's activities, and communicating with the school community including former pupils / students.
- In respect of sub-clause 11.2.2, this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.
- 11.3 You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:
- 11.3.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and
  - 11.3.2 inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the School, including relevant contact details.

- 11.4 We may send information (e.g. school reports) about your child to either of you as a matter of course. Any person who has parental responsibility for your child is entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School may therefore disclose such information as a matter of routine to each such person unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law). In some circumstances (e.g. to save administration costs, the School may issue one set of correspondence per family or child, but will gladly provide a further copy if required).
- 11.5 Data Protection Law. The School will process personal data about you and your child in accordance with data protection law, including the Data Protection Act 2018 (as it is amended or superseded) and other related legislation. We will process such personal data:
- 11.5.1 as set out in this Clause 11, and in the School's 'Privacy Notice' which is available on the School's website as may be amended from time to time;
  - 11.5.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
  - 11.5.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.
- 11.6 As a 'Student Sponsor' school we need to provide certain information to the Home Office. In order to comply with our responsibilities as a licensed *Student Sponsor* for immigration purposes, we may need to provide information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor your child or not). Such information may include information about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated).

## 12. Intellectual Property Rights

Recognising these rights. We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling which is at the end of the Upper Sixth Form (Year 13).

## 13. Ending this Contract

- 13.1 Our rights to end the contract. In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 7, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if any of the following apply:
- 13.1.1 you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
  - 13.1.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);
  - 13.1.3 you fail, or refuse, to complete and submit to the School a medical questionnaire in respect of your child [and/or your child fails to attend the School's medical examination] and/or you fail or refuse to complete and submit a parental absence form;
  - 13.1.4 you fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to enter, live and study in the United Kingdom, or the source of funds you are using to pay the fees, as required under Clause 4.19;
  - 13.1.5 you (or either of you):
    - (a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
    - (b) are otherwise unable to pay your debts as they fall due;
    - (c) are the subject of a bankruptcy petition or order; or
    - (d) you enter into an individual voluntary arrangement; or
  - 13.1.6 you otherwise do not comply with (i.e. you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

13.1.7 the School provides at least a Term's notice.

13.2 *Your rights to end the contract.* You may end this contract at any time by notice in writing to the School if:

13.2.1 you have a legal right to end the contract because of something we have done wrong; or

13.2.2 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

13.3 *When this contract will end if not terminated early.* For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling at the end of the Upper Sixth Form (Year 13). (This may also be at the end of Year 6 / Year 11 or at other times if your child does not meet any requirements for progress into the next Year of education.

13.4 *Ending the contract will not affect any accrued rights.* Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

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

14.1 *What we mean by an "event outside of our/your control".* We mean any event beyond either your or our reasonable control including, by way of example, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 14 we shall refer to such events outside of our/your control as an "event".

14.2 *What happens if we are affected by an event outside of our control.* If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

14.3 *Events lasting more than 6 months.* If the School is wholly and completely prevented from performing all of its obligations (including the provision of educational services remotely) as a result of an event for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

14.4 *What happens if your child is affected by an event outside of your control.* Subject to Clause 4.16 (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:

14.4.1 in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

14.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 14.4.1 above, your child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and

14.4.3 if the event continues to prevent your child wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at School or remotely) for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

#### **15. Communications between you and the School**

15.1 *Notices must be in writing.* When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

- 15.2 We will use the contact details held by the School to contact you. Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**
- 15.3 How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head or Head of Prep and either:
- 15.3.1 sent by email to the School using this email address: headmaster@birkenheadschool.co.uk;
  - 15.3.2 delivered by hand to the School's main reception offices – 58 Beresford Road (The Lodge) CH43 2JD or 57-59 Shrewsbury Road CH43 2JA (Prep Office);
  - 15.3.3 sent to the School at the addresses in Clause 15.3.2 by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
  - 15.3.4 otherwise sent to the School's address by first or second class post.

**In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3.1, 4.6, 5.1, 5.2 or 5.4 of these terms and conditions (which are the provisions dealing with withdrawing your child from the School or otherwise changing their place) you telephone the School to confirm receipt if you have not received an acknowledgement from us within a week (during term-time) and a fortnight (during a school holiday period) after sending the notice.**

## **16. The Law that applies to this contract and where legal proceedings may be brought**

- 16.1 The law that applies to this contract. The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.
- 16.2 Rights in relation to the enforcement of this contract. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

## **17. Changes to these Terms and Conditions**

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