

Parent Contract

ACCEPTANCE FORM

[TO VIEW AND FILL THIS IN ONLINE, PLEASE CLICK HERE](#)

By signing this Parent Contract we confirm that:

(a) all holders of parental responsibility for the child named above have signed this Parent Contract and that no one else holds parental responsibility for him or her;

(b) we, as holders of parental responsibility for the child named above, live together / separately at the address(es) shown below and we agree to notify the School immediately of any change of address or our family circumstances;

(c) if applicable, we are not (either jointly or individually) in arrears on the payment of any fees or charges owing to our child's current (or previous) school or educational establishment;

(d) unless otherwise notified to the School in writing before signing this Parent Contract:

(i) there are no court orders in place in respect of the care or living arrangements of our child or the payment of fees for his/her education;

(ii) any information or circumstances about us and/or our child that has previously been notified to the School (including as part of the School's registration and admissions process) is and remains complete and accurate; and

(iii) our child has the right to enter, live and study in the United Kingdom and, if applicable, we have made appropriate arrangements for our child's visa application, travel, reception, and guardian care in the UK.

I confirm that the details given on this form are correct and I acknowledge that this is a legal document and any misrepresentation of facts may lead to the termination of contract.

We/I hereby accept the offer of a place at Rossall School for our/my child and agree to pay the deposit via cheque or credit card. I acknowledge that the deposit is fully refundable when my child leaves Rossall and will be credited against their final bill.

We/I acknowledge and agree that the terms and conditions attached to this Acceptance Form as varied from time to time form part of the contract between us/me and the School. In particular, we/I agree to pay the fees and supplemental charges when due.

Rossall School

TERMS AND CONDITIONS

1. Definitions

(a) In these terms and conditions

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

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

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

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

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

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

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

"School Rules" means the rules of the School, a copy of the current version of which is provided to each child on entry as those rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments;

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

"a term's notice" means written notice received and acknowledged by the School not later than the first day of the term preceding the term to which the notice relates;

"written notice" means notice in writing given to the Head. Notice given orally or given in writing to any other person will not count as good notice. Notice takes effect only when the School sends written confirmation of receipt.

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

"FIA Terms and Conditions" means the supplemental terms and conditions relating to the School's fees in advance scheme;

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

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

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

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

2. Acceptance and Deposit

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

(b) The deposit is not refundable if your child does not take up a place at the School (except where the School fills the vacancy created by your child's withdrawal, 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). The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving (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).

(c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you shall give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. This notice must be received and acknowledged by the School. If such notice is received by the School by that time the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. Subject to the remainder of this Clause 2(c),

*** 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.**

If such notice is received on or after that date, a term's fees shall be payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start and the School shall credit the deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.

(d) Where an offer of a place for your child to enter the Pre-Prep School is accepted, you shall pay a further sum equivalent to the difference between the deposit already paid and the deposit payable for the Pre-Prep School to accept the place.

3. School Fees

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

(b) Any co-curricular activities such as private music lessons, trips and visits in which you agree, in advance, your child may participate shall be deemed to be supplemental to items met by the fees and charged accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees. Lunch for all day pupils will also be charged as supplemental to the fees.

(c) Each person who has signed the Acceptance Form is jointly and severally liable for the whole of the fees due and any supplemental charges. The person(s) who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the fees or any part of them. Court orders and other arrangements between parents or third parties relating to fees do not normally bind or apply to the School, and do not extinguish either parent's liability for the fees and supplemental charges due under this contract. Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's written notice provided they have obtained the prior written consent of both the School and the remaining parent. The notice will take effect when received and acknowledged by the School.

The School may, without obligation to do so, agree in writing with each of you to accept payment from a third party, but this will not discharge your payment responsibility under this contract, unless we agree otherwise in writing.

If your child has been awarded a scholarship/bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that, for the above stated reasons, an award may be withdrawn from your child, you shall be notified in advance. If, within 14 days following the withdrawal of a scholarship or bursary, a child is withdrawn from the School, no fees in lieu of notice will be payable. Full conditions of scholarships/bursaries are detailed in clause 4 of this document.

(d) Each invoice must be paid either in full by cheque or by direct bank transfer before the first day of term or, if fees are paid by direct debit, in monthly instalments (each instalment being due on the first working day of each month) with supplemental charges being collected at the start of each term. Where fees are paid by direct debit, the fees for each term accrue separately.

(e) We reserve the right to refuse to allow your child to attend the School or to withhold any references and/or withdraw sponsorship of your Child Student visa/ Student visa (if applicable) while fees remain unpaid or there is a persistent default in relation to supplemental charges. We may make an interest charge of 2 per cent per month on late payment. You consent to us informing any other school or

educational establishment to which you propose to send your child of any outstanding fees.

(f) 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).

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

(h) All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

(i) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations, no reduction of fees (or lunch charges for day pupils) will be made in respect of such periods spent at home.

(j) We may refuse to allow your child to participate in the relevant co-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.

(k) You agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of either parent.

(l) From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:

i) your identity and/or place of residence;

ii) your child's identity;

iii) your child's right to enter, live and study in the United Kingdom; and

iv) the source of funds you are using to pay the fees.

You must provide the School with the information and documentation we ask for.

(m) Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (ie, where you have made a 'lump sum' capital payment in respect of all or part of the fees due under this contract) the School will administer that lump sum to meet the fees pursuant to the FIA Terms and Conditions but you will still need to meet the difference (if any) between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. The School will provide a termly statement of account in respect of the fees and supplemental charges and the difference will be payable in accordance with the terms of this contract.

4. Scholarships and Bursaries – Conditions of offer

(a) General

The School reserves the right to withdraw a scholarship or bursary award from a pupil who fails to comply with the conditions of their award. The retention of a scholarship or bursary is subject to satisfactory attendance, including unauthorised absence during term time, and sound academic progress. Similarly the retention of a scholarship or bursary is contingent upon good behaviour and appropriate personal conduct.

Parental Behaviour

A scholarship or bursary may well be withdrawn from a child if the behaviour or conduct of a parent means that the continuation of an award is no longer tenable. The financial value of all scholarship and bursary awards should be regarded as strictly confidential and should not be discussed with other parents or individuals outside the school.

(b) Scholarships

Scholarships will remain in place for the duration specified in the offer letter, subject to satisfactory attendance, academic progress, good behaviour and conduct and the following;

Academic scholarships – All academic scholars are expected to aim for and maintain a high level of academic achievement. They must display a conscientious approach to their studies.

Music scholarships – All music scholars are expected to participate fully in the school's musical programme. If they are requested to do so, they must be available to attend/perform musical events held at the School or outside the School, which may include after school hours and at weekends. All music scholars are expected to be members of Chapel Choir.

Sports scholarships – All sports scholars are expected to participate fully in the School's sporting activities programme. If they are requested to do so, they must be available to play for a school team,

which may include after school hours and at weekends.

All Scholarships are reviewed annually in May.

(c) Bursaries

Bursaries are awarded to families who do not have the financial means to pay some or all of their child's school fees. Bursaries are subject to the following;

- (i) All bursary awards are subject to an annual review in May, including completion and submission of a confidential questionnaire giving details of finances, including income, outgoing, assets and borrowings.
- (ii) Recipients of bursarial assistance are required to inform the School if their financial circumstances should improve between the annual reviews such that they are able to contribute more towards their child's fees.
- (iii) Other discounts such as sibling and Old Rossallian discounts may not be available in addition to bursarial assistance.

5. Notice Requirements

(a) If you wish to withdraw your child from the School (other than at the normal leaving date please refer to 8 (a)), you shall either give a term's notice to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.

(b) If you wish to change your child's place at the School from boarding to a day place (or from a full to a weekly boarding place) you shall either give a term's written notice or shall pay to the School the difference between the boarding [or full boarding] and the day [or weekly boarding] fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.

(c) In cases under (a) or (b) above, where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

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

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

(f) The Head may in their discretion require you to remove your child from boarding and move them to a day place if the Head considers that:

- (i) this is in the best interests of your child and/or other children and/or the School; and/or
- (ii) the School is unable to meet your child's needs within the boarding setting (including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child within the boarding setting); and/or
- (iii) your child's conduct or behaviour (including conduct or behaviour outside School) is unsatisfactory such that removing the child from boarding to a day place is considered appropriate.

You will be charged the fees for your child's day place at the School with effect from the day your child is removed from boarding.

(g) Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:

- (i) sent by email to the School using this email address: **[head@rossall.org.uk]**;
- (ii) delivered by hand to the School;
- (iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery;

6. School Rules

(a) It is a condition of remaining at the School that your child complies with the School Rules in accordance with the Behaviour Policy, as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

(b) The School may undertake drugs and alcohol testing of pupils in accordance with its Smoking, Vaping, Alcohol and Drugs policy. The policy has been adopted with the aim of safeguarding the health and safety of all pupils.

(c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's

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, in accordance with the Behaviour Policy, 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.

(d) The School cannot be held liable for any losses incurred when a child does not comply with the School Rules in accordance with the Behaviour Policy.

7. Disciplinary Procedures

(a) The Head may at their discretion require you to remove or may suspend or, in serious or persistent cases, permanently exclude your child from the School if

(i) they consider that your child's attendance, including unauthorised absence during term time, progress or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children; or

(ii) the School is unable to meet your child's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

(b) The Head may at their discretion require you to remove or may suspend or, in serious or persistent cases, permanently exclude your child if your behaviour, in the opinion of the Head, is unreasonable. For example, abusive or aggressive behaviour directed towards an employee of Rossall School. Furthermore, if your behaviour affects, or is likely to adversely affect your child's or other children's progress at the School or the well-being of School staff or brings the School into disrepute, action will be taken in line with the school's Permanent Exclusion and Required Removal Policy.

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

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

(e) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 7. The review of serious disciplinary matters is governed by the Complaints Procedure, a copy of which is available on the website or as a hard copy from Reception.

8. The School's Obligations

(a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her Sixth Form schooling. However, the School shall not be obliged to permit your child to enter the Senior School 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. If a current pupil wishes to enter the Senior School at Year 7, the School requires the child to sit an Entrance Examination. The School may make a 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. Students enrolled in the Year 11 Pre Sixth Form Programmes wishing to transfer to the Sixth Form, may be required to attend an interview and/or take a Sixth Form entry examination.

(b) While your child remains a pupil of the School, we undertake to 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 or is participating in activities organised by the School. The School may decide that it is not in the best interests of your child to be enrolled on certain courses or entered into certain examinations. This will be discussed with you and your child before a decision is made, but the School will make the final decision.

(c) In order to fulfil our obligations, we need your cooperation, including in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; providing cooperation and assistance to the School to ensure (so far as reasonable and inappropriate and/or necessary

circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

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

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

(f) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises), and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.

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

(h) Religious observance at the School shall be conducted in accordance with the School Rules.

(i) We will send information (eg, school reports) about your child to 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 will 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).

9. The Parents' Obligations

(a) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. In such circumstances we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

(b) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we need your co-operation. You must co-operate with the School and School staff in good faith, including by:

- (i) maintaining a constructive relationship with School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate;
- (ii) encouraging your child in their studies, giving appropriate support at home, and ensuring your child attends school;

- (iii) keeping the School up-to-date and informed about 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, any changes to their immigration status, and information relating to your child's health or special educational needs or medical conditions);
- (iv) 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 (which may include information relating to your child's health or special educational needs or medical conditions), or changes to any of them, are not withheld and are shared in a timely and transparent manner;
- (v) engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and
- (vi) attending meetings and keeping in touch with the School where your child's interests so require.
- (c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (d) 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. 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.
- (e) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.
- (f) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School. Parents are responsible for making sure that their children of compulsory school age receive a suitable full-time education. Unauthorised or inconsistent attendance may result in the Head reviewing the child's enrollment. For students with a Child Student visa/ Student visa (if applicable) unauthorised absence may result in the withdrawal of sponsorship of such visa. Persistent absence due to illness may require supporting documentation from a medical professional.
- (g) We cannot accept any responsibility for the welfare of your child while off the School premises unless they are taking part in a school activity or otherwise under the supervision of a member of the School staff.
- (h) Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.
- (i) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.
- (j) If the school has a concern regarding your child it is an expectation of this contract that you will cooperate with the school in addressing these concerns. This includes engaging with email correspondence and attendance at meetings either virtually or in person.

10. Insurance

For all children, the School arranges Personal Accident and Dental Insurance for all students as part of the school fees. The school can arrange private Medical Insurance at an additional cost. If you require some insurance cover for the school fees if your child is absent due to illness or closure of the School, you must make your own arrangements or inform the School in writing that you wish to participate in the School's Fee Remission Insurance Scheme, in which case the charges will appear as extras on your child's account. You must make your own arrangements if you require cover for your child's property while at School.

11. Confidentiality and References

(a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any

opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.

(b) You consent to us making use of information relating to your child whilst they are at the School (including photographs, digital images and video recordings) and after they have left for the purposes of:

- (i) 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
- (ii) promoting the School to prospective pupils through our prospectus, other printed literature or in press advertisements and website, managing relationships between the School and current pupils, providing references and communicating with the body of former pupils.

(c) You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:

- (i) 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
- (ii) inform the School of any change to your 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.

(d) We will send information (eg, school reports) about your child to both of you as a matter of course. Any person who has parental responsibility for your child is entitled to receive certain core information from the School about your child's progress and attainment. The School will 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).

(e) 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 as set out in this Clause 11, [and in the School's 'Privacy Notice' which is available on the Rossall website as may be amended from time to time];

12. Intellectual Property Rights

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

13. Changes in Ownership etc

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

14. Cancellation

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

- (i) failure to pay any fees or supplemental charges on time on more than two occasions;
- (ii) you (as opposed to your child) acting in such a way as to give the Head cause to expel your child under Clause 7(b) of this agreement;
- (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this agreement (including the School Rules);
- (iv) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child;
- (v) 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 your child is legally entitled to enter, live and study in the United Kingdom when in fact your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies); and
(vi) failure or refusal to provide us with information we consider to be satisfactory as to your identity/ residence, your child's identity, or the source of funds you are using to pay the fees. Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided.

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

(c) 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.

(d) For the avoidance of doubt, this agreement shall end at the end of your child's schooling which may be at the end of Year 11 if your child does not meet any requirements imposed under Clause 8(a) for entry to the sixth form.

15. Force Majeure (ie, circumstances beyond our control)

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

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

(c) Subject to Clause 15 (b), if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying fees in lieu.

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

You shall, in consultation and cooperation with the School, use all reasonable endeavours to:

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

(ii) resume the performance of the obligations as soon as reasonably possible;

(e) in circumstances where, following the efforts made and steps taken under Clause 15(d), your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and

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

giving a term's notice or paying a term's fees in lieu.

16. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Acceptance Form as having been made to both or all such persons. Notices that you are required to give under these terms and conditions must be in writing, addressed to the Head and either:

- (i) sent by email to the School using this email address: **[head@rossall.org.uk]**;
- (ii) delivered by hand to the School Reception with a signature on receipt as proof of delivery;
- (iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.

17. Interpretation

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

18. Jurisdiction and Governing Law

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

19. Variations

We reserve the right to change or add to these terms and conditions from time to time 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 14 days prior to the date that the modifications are to take effect.

20. 14 Day Cooling Off Period

You have the right to cancel the Parent Contract within 14 days of agreeing to commence the contract (known as 'the conclusion of the contract') without giving any reason. The cancellation period will expire after 14 days from the date of the conclusion of the contract.

To exercise the right to cancel, you must inform us of your decision to cancel the contract by a clear statement (as outlined in Section 5 (f)). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Please tick: *

I/We have read and agree to the above terms and conditions.

If you would like a copy of the terms and conditions sent to you, please enter your email address below.

example@example.com

Before signing this form, you should read the School Rules and draw them to the attention of your child.

We/I acknowledge receipt of a copy of the current School Rules and Behavioural Policy. We/I agree that we/I and our/my child shall observe and be bound by the School Rules and Behavioural Policy as varied from time to time.

Student's Name *

First Name Last Name

Student's Date of Birth *

Day Month Year

Parent/Guardian Name *

First Name Last Name

Parent/Guardian 2 Name

First Name Last Name

NB: Each person with parental responsibility for the child is required to sign this Acceptance Form and the School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed this Acceptance Form as having been given on behalf of both or all such persons.

PHOTOGRAPHY, VIDEO AND AUDIO RELEASE FORM

I give my consent to Rossall School and its designees to photograph, audio record and /or video record my child. I understand that any such photographs, audio recordings, and/or video recordings become the property of Rossall School. I understand that Rossall may use and/or reproduce the photographs, image, or the voice of my child for any internal or external educational, instructional, or promotional activities determined by Rossall in print, on the website, on social media channels and any other electronic media formats/communications now existing or in the future created. I further understand that external educational, instructional or promotional activities may include the release of the photographs, audio recordings, and/or video recordings to the press, the World Wide Web, radio, television and advertising pertaining to Rossall activities.

I further understand that by giving consent, I waive any and all present or future compensation rights to the use of the above-stated material(s).

By signature below, I release Rossall School, its Governors, agents, employees or other representatives from any liabilities, known or unknown, arising out of the use of this material. I have read the Photography, Video and Audio Release Form and fully understand the terms and conditions outlined. I certify that I have full legal capacity to sign this Photography, Video and Audio Release on behalf of myself and my child.

I allow my child's photo or likeness to be used as described above - please tick either Yes or No on ALL options.

YES NO

In print

On the website

On social media

Other electronic media formats/communications (eg. the weekly newsletter)

Are we allowed to use your child's name? *

Yes

No

Please note, we will only use your child's first name on the website and on social media. We will only use your child's full name if required to do so by media outlets. For example, the sports reports which we send to the local press always require a child's full name to be used. If you select no to this, we will not be able to include your child in articles/sport reports or any individual achievements on our website, magazine, newsletter and social media.

Parent/Guardian's Name *

First Name

Last Name

Please note:

All images will be held in accordance with the GDPR guidelines (the General Data Protection Regulation); You have the right to request to see a copy of the information we hold about your child and to request corrections or deletions of the information that is no longer required. You can ask Rossall to stop using your child's image at any time, in which case it will not be used in future publications but may continue to appear in publications already in circulation.

