



## Terms and Conditions

Thank you for choosing GEMS Hampshire School. We value your custom and look forward to working in partnership with you so that your child is happy and derives maximum benefit from the school. These Terms and Conditions supersede any previous editions.

### *GEMS Hampshire Schools Terms & Conditions*

#### 1. Definitions

(a) In these terms and conditions:

“School Fee Plan” means a flexible payment plan arranged by the School but administered by an independent provider which permits the payment of fees by regular instalments. The scheme is only open to UK residents with a UK bank account.

“Payment Method Form” means the form provided by the School for the parent(s) to complete when accepting a place at the school, outlining the preferred method of fee payment and the completion of a direct debit form or a School Fee Plan application form.

“Form of Acceptance” means the form provided by the School for parents to complete when accepting a place for their child(ren) 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 the review of the treatment of serious disciplinary matters and related decisions, and handling complaints from parents, as amended from time to time, a current copy of which is available the website or on request from the School;

“registration fee” means that sum set out in the Schedule of Fees to cover the cost of admission;

“deposit” means the sum set out in the Schedule of Fees to secure a place for your child at the School;

“fees” means the fees set out in the Schedule of Fees as amended from time to time usually on an annual basis or otherwise;

“Head Teacher” means the person responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

“Our Expectations” or “School Rules” means the rules of the School and/or expectations of pupil behaviour which are communicated to pupils and parents from time to time. The rules may be amended from time to time for legal, safety or other substantive reasons in order assist the proper administration of the School;



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

“a term’s notice” means written notice given not later than the last working day of the term preceding the term to which the notice relates. For the avoidance of doubt, the notice must be received before the last day of the term preceding what will be the child’s last term at the school;

“Terms and Conditions” means these terms and conditions as amended from time to time;

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

“you” or the “parents” means each person who has signed the Form of Acceptance as parent or guardian of a child or who with the School’s written consent has subsequently assumed parental responsibility for such child;

“Schedule of Fees” means the published note of the School’s prevailing fees.

- (b) The “School” means GEMS Hampshire School registered company number 2004770, a member of the GEMS Group.
- (c) The Form of Acceptance, the Schedule of Fees, Our Expectations or School Rules, the Complaints Procedure, the Payment Method Form, and these terms and conditions constitute the terms of a contract between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by another third party.

## 2. **Acceptance and Deposit**

### (a) **Application of the registration process**

The registration fee is non-returnable and covers the cost of processing the application for admission. It does not secure a place for your child at the School.

### (b) **Acceptance of a Place**

An offer of a place for your child at the School is accepted by your completion and return to the School of the Form of Acceptance payment of the deposit.

### (c) **Application of the Deposit**

The deposit will form part of the general funds of the School until your child leaves. The deposit may be applied by the School at any time against any outstanding debts. The deposit does not attract any interest. At the end of the final year deposits will be refunded by 30<sup>th</sup> September of the following Autumn Term.



(d) **Enrolment**

Failure to attend the School after acceptance of a place at the School will result in the payment of a term's fees less the deposit if a full term's notice has not been given in writing.

**3. School Fees**

- (a) All the costs incurred in the usual course of the tuition of a child by the School, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by the School. Lunches, meals or snacks are charged for as part of the fee. Before and After school provision and holiday clubs are charged for separately.
- (b) The fees do not include the following which will be charged in addition:
- private music lessons
  - use of the school bus service
  - trips and visits in which you agree your child may participate
  - all public examination charges
  - any additional learning support or auxiliary aids which we have recommended and you have agreed will assist in meeting your child's educational needs but not when your child is disabled within the meaning of the Equality Act 2010
- (c) Each person who has signed the Form of Acceptance is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Form of Acceptance remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

(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 with immediate effect if, in the opinion of the Head Teacher, 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.)

- (d) Each invoice for fees must be paid in full before the first day of the term or annually in advance on or before the first day of the academic year. Payment annually in advance will attract a small discount. Details of the prevailing rate will be made available to you with your invoice. International Students whose entry visa is conditional upon the payment of fees annually in advance must make payment of a year's fees in full before entering the UK.

Parents may also make payment over 12 months, using the School Fee Plan.

Supplemental charges will be billed at convenient intervals and are payable on demand.



- (e) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees or supplemental charges remain unpaid and overdue. Failure to pay or late payment will result in a charge for additional administration/collection fees and interest as set out in the School's Schedule of Fees prevailing at the relevant time. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees and consent (if necessary) to the Credit Control Department of GEMS carrying out a search (at any time) with a credit reference agency, which will keep a record of that search and may share that information with other businesses. An administration charge will apply on any default of payment under the School Fee Plan and any dishonoured cheques.
- (f) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. The School shall endeavour to give at least a term's notice of any increase in the fees but is not obliged to do so.
- (g) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise or if we are obliged to close the School for any reason outside of our reasonable control, such as adverse weather conditions, or pandemics. 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 will be made in respect of such periods spent at home.

#### **4. Notice Requirements**

- (a) If you wish to:
- (i) withdraw your child from the School (other than at the normal leaving date); or
  - (ii) withdraw your child from an activity charged for as an optional extra; or
  - (iii) reduce the number of [nursery] sessions;

you must give a term's notice to that effect or pay to the School a term's fees for the term when, or the activity in which, your child has ceased to participate in lieu of notice, at such rate as would have been charged. In cases 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 notice had been given.

Where two parents have signed the Form of Acceptance, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained prior written consent of both the School and the remaining parent.

- (b) You acknowledge that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child from the School or by your child's ceasing to participate in an activity part-way through a term.



## **5. School Rules**

- (a) It is a condition of attendance at the School that your child complies with the School rules and customs 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 Head Teacher may require your child to submit to testing for drugs in accordance with suitably approved procedures.
- (c) The School reserves the right to monitor your child's email communication and internet use for security purposes.

## **6. Disciplinary Procedures**

- (a) The Head Teacher may exclude for a fixed period of time or permanently exclude your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour on the journey to and from School and outside of School) is seriously unsatisfactory and in the reasonable opinion of the Head Teacher the removal is in the School's best interests or those of your child or other children attending the School.
- (b) The Head Teacher may at his or her discretion require you to remove or may exclude for a fixed period of time or permanently exclude your child if your behaviour is in the opinion of the Head Teacher unreasonable and affects, or is likely to affect, adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) Should the Head Teacher exercise his or her right under sub-clause 6(a) or 6(b) above, you will not be entitled to any refund or remission of fees or supplemental charges paid or due and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable.
- (d) The Exclusions and Appeals Policy, a copy of which is available from the School or its website, sets out behaviours which may warrant a fixed term exclusion, permanent exclusion or a request to the parents to remove the child. These examples are not exhaustive, and in particular the Head Teacher may decide that removal or 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 review of disciplinary sanctions and decisions to seek removal of a child from the School is governed by the Exclusions and Appeals Policy.

## **7. The School's Obligations**

- (a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School.



- (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.
- (c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging and supporting your child in his or her studies; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; 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 or 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 Schools' care, we will attempt to obtain your prior consent. 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 which recommended by a doctor (including anaesthetic, operation or blood transfusion, unless you have previously notified us that you object to blood transfusions).
- (f) Our prospectus, website and documentation describe the broad principles on which the School is presently run and are believed to be correct at the time of printing. They do not form part of the contract between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum. We will endeavour to give parents a term's notice of significant changes, 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. We shall take all reasonable steps and make reasonable adjustments to ensure that the education the School provides is accessible to disabled children in accordance with the School's legal obligations under the Equality Act 2010. You may be asked to withdraw your child without being charged fees in lieu of notice if the School is unable to make reasonable adjustments for a disabled child or in the opinion of the Head Teacher the School cannot provide adequately for your child's special medical or educational needs.



- (h) Religious observation at the School shall be conducted in accordance with the Education Reform Act and the School's ethos.

## **8. The Parent's Obligations**

- (a) It is a condition of your child 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, by others or by reason of a virus, pandemic, epidemic or 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.
- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (c) The School will be entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Form of Acceptance as having been given on behalf of all persons signing the Form.
- (d) The School 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 expected to arrange holidays outside of School term times.
- (e) We cannot accept any responsibility for the welfare of your child while off the School premises unless he/she is taking part in a School activity or otherwise under the supervision of a member of the School staff.
- (f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

## **9. Insurance**

You must make your own insurance arrangements if you require cover for your child's person or property while at School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

## **10. Data protection**

- (a) Personal data, including sensitive personal data as defined in the Data Protection Act 1998, about parents and pupils is processed by the School in accordance with the Data Protection Policy which is available from the School or on the School's website.
- (b) 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 shall not be liable for any loss you or your child is alleged to have suffered resulting from an opinion, reference or report given by us.

- (c) Unless you notify the Head in writing to the contrary, you consent to your contact details being forwarded to the uniform suppliers and to other external companies where the school considers this necessary or desirable for the purposes of the education or welfare of your child e.g. for the provision of and access to computer based learning programmes.
- (d) You consent to your contact details being published in the Parents Directory, unless you have given notice in writing to the Head that you do not consent.
- (e) You consent to the School taking photographs or images of your child for the purpose of including them in the School's promotional material such as the prospectus and the website. The child's name and home address will not be disclosed. If you do not wish your child's photograph and image to appear in any of the School's promotional material or on the website you must notify the Head of the School in writing and also make your child aware of your position so that the child may notify anyone proposing to take their photograph that consent has not been given

## **11. Intellectual Property Rights**

GEMS Hampshire School has the intellectual property rights to any outcomes produced by your child as part of the school's provision.

## **12. Termination, Changes in Ownership etc.**

The school shall be entitled to terminate this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any fees or administration fee to you if you are in material breach of any of your obligations and have not 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 of fees or material default under these terms and conditions).

- a) For the purposes of illustration only (and without limitation), the School is likely to regard the following circumstances as a material breach entitling it to terminate this agreement
- b) failure to pay any fees or supplemental charges on time on more than one occasion;
- c) you (as opposed to your child) acting in such a way as to give the Head Teacher cause to permanently exclude your child in accordance with this agreement;
- d) any other circumstance where your child is permanently excluded from the School in accordance with the terms of this agreement;





- e) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child or any other mandatory information required by the School.

Either party may terminate 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.

For the purposes of reconstruction 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.

For the avoidance of doubt, this agreement automatically terminates at the end of your child's schooling.

In the event of a "force majeure" (any cause beyond a party's control including for the avoidance of any doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination) which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice specifying the nature and extent of the circumstances. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services.

In the event of a force majeure which affects your ability to perform any of your obligations under this agreement, you shall give the School notice, in writing of the force majeure. You are required to mitigate the effect of the force majeure in order to continue to perform your obligations under this agreement in any way that is reasonably practicable in the circumstances. If following such efforts your child is not able to participate and benefit from any level of provision of education by the College, then you shall not be liable for non-performance of your obligations during the continuance of the force majeure. In the event of the force majeure continuing for more than four months, you shall discuss with the School a solution by which this agreement may be performed.

### **13. 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 Form of Acceptance. Communications (including notices) will be sent by the School to the address shown in its records. We shall be entitled to treat any communication from the School to



any person who has signed the Acceptance Form as having been made to both or all such persons. Notices that you are required to give under these terms and conditions must be addressed to the Head Teacher and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

In the absence of any court order providing to the contrary, if the School is aware that a child does not normally reside with both parents and it appears that both parents have parental responsibility for the child, the provisions of this paragraph will apply. The School shall provide the parent with whom the child does not normally reside with reports concerning the child's progress, and any disciplinary or attendance issues, will invite that parent to school events including parents' evenings and generally involve that parent in the major decisions concerning the child's education and welfare subject to the School having the parent's contact details.

#### **14. Interpretation**

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

#### **15. 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.

#### **16. Variations**

We reserve the right to make reasonable modifications to these terms and conditions from time to time. The School will endeavour to give you a term's notice of any such modifications.



**FORM OF ACCEPTANCE**

I / We hereby accept the offer of a place at the School for (name) ..... with effect from the beginning of the ..... Term 20..... and enclose a cheque for ..... as a deposit.

I / We acknowledge and agree that the terms and conditions attached to this Form of Acceptance 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 supplementary charges when due.

We / I agree that we/I and our/my child shall observe and be bound by the School’s Policies and Procedures as varied from time to time.

We hereby declare that:

Details of any special educational needs, disability or other medical condition including any specific learning difficulties affecting our child have already been provided to the School or accompany this acceptance form in a separate confidential statement. We shall promptly inform the School in writing of any changes in the information provided.

*Delete which of the following statements do not apply. Except in the case of a parent who has sole parental responsibility of the child, this Acceptance Form must be signed by both parents.*

We both have parental responsibility for our child; we both agree that our child should attend the College and no other person’s consent is required; or

I have sole parental responsibility for the child and no other person’s consent is required for the child to attend the School.

Signed by: .....

Parent/Guardian (delete as applicable) Date

.....

Parent/Guardian (delete as applicable) Date



## TERMS OF NOTICE

Please complete this form and return it to the School Office at 15 Manresa Road, Chelsea, London, SW3 6NB before the first day of attendance

I / We understand the Terms of Notice which are as follows:

Each invoice for fees must be paid in full before the end of the first day of term, or by monthly direct debit, in accordance with the School Fee Plan.

You must give a term's written notice to be received on or prior to the last working day of the penultimate term or pay to the School a term's fees for the term when, or the activity in which, your child has ceased to participate in lieu of notice, at such rate as would have been charged. In cases 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 notice had been given.

The removal of a pupil from the School may be required if fees have not been paid in full by the required date.

I / We further understand that it is my/our responsibility to ensure that the School has received this notice and to ensure that a written acknowledgement is received from the School.

I / We accept responsibility for fees (including fees in lieu of notice as stated above) and all extras ordered and provided.

Name of Child: .....

Signature of Father/Guardian: .....

Signature of Mother: .....

Date: .....

*NB: invoice/information must be updated to align with these.*