



Kingsley

ADMISSIONS POLICY

This policy covers all age groups within the School, including EYFS

Governors' Committee normally reviewing policy	E & B
Date policy formally approved by Governors	June 2017
Period of review	3 years
Review date	June 2020

Person responsible for monitoring implementation and effectiveness of the policy	Head
Other relevant policies	





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ADMISSIONS POLICY

References

- A. Education Act 2002
- B. School Standards and Framework Act 1998
- C. The Education (Independent School Standards) (England) Regulations 2010
- D. Schools Admission Code 2010
- E. Education (Pupil Registration) (England) Regulations 2006.

GENERAL

Kingsley School Bideford is a [co-educational] independent school for pupils from ages 6 months to 18 years. The school has approximately 400 pupils of whom just over 100 are boarders. Deciding on the right school for your child is very important, and we believe that a personal visit is invaluable. We very much hope that you and your child will visit Kingsley School Bideford. We hold a number of open events during the year, which give a general introduction to the school. Details are published on our website. We are also very happy to welcome prospective parents and their children at other times. Please contact, the school admissions department on 01237 426200 or email on admissions@kingsleyschoolbideford.co.uk to arrange a visit.

THE ENTRY PROCEDURE

Kingsley School Bideford is a selective school. Our selection process is designed to identify pupils who are able to benefit from our balanced and well-rounded education and to make a positive contribution towards the life of the school.

The usual points of entry are at any point between the ages of 0-5; Reception, Year 7, Year 9 and Year 12, although we accept pupils at any age. Please contact our admissions department for details.

Ideally, applicants for admission should register by November of the year preceding the desired year of admission. (The registration form is at the end of this document).

EQUAL TREATMENT

Kingsley School Bideford's aim is to encourage applications from candidates with as diverse a range of backgrounds as possible. This enriches our community and is vital in preparing our pupils for today's world. Generous bursaries are offered in order to make it possible for as many as possible who meet the school's admission criteria to attend the school.

Kingsley School Bideford is committed to equal treatment for all, regardless of a candidate's gender, race, ethnicity, religion, disability, sexual orientation or social background. The school's provision for bursaries is described below.





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SPECIAL NEEDS

Kingsley School Bideford does not discriminate in any way regarding entry. The school welcomes pupils with special educational needs providing it and its learning support department can offer them the support they require. We welcome pupils with disabilities provided that our site can accommodate them. However, we strongly advise parents of children with special educational needs or physical or mental disabilities to discuss their child's requirements with Kingsley School Bideford before he/she sits the entrance tests so that the school can make adequate provision for him/her. Parents should provide a copy of an educational psychologist's report or a medical report if they have one.

The school will discuss thoroughly with parents and their medical advisers the adjustments that can reasonably be made for the child if he/she becomes a pupil at the school.

THE ASSESSMENT PROCESS

The aim of the process is to identify potential pupils. Kingsley School Bideford is looking for well-rounded pupils with a genuine interest in education in the broadest sense of the word, with interests that stretch beyond the confines of the academic curriculum. The school has strong traditions in music, drama, art, public speaking, community activities and sport. There are many extra-curricular activities, all of which are important in developing a well-balanced, confident individual.

All candidates start our entry process on an equal footing, with identical opportunities to display their academic aptitude, extra-curricular skills and personalities. For candidates who need to take our tests, no specific preparation is needed.

We do not formally assess candidates for entry who are below the age of 11.

Entry to the Prep School (including EYFS) is normally by interview of the child and/or parents as age-appropriate; taking into account previous school reports/educational psychologist reports as appropriate. The final decision, based on a balance between a child's academic needs; social needs; development needs and aspirations (which may be made on the child's behalf by their parent/carer) and the ability of the school to fulfil those needs, taking into account any reasonable adjustments necessary, will be made by the Head of the Prep School or Head of EYFS as appropriate.

Entry to the Senior School is normally by personal or Skype interview of the child wherever possible; taking into account previous school reports/educational psychologist reports, entrance tests (see below) sat either at the school or elsewhere and any other evidence submitted. The final decision, based on a balance between a child's academic needs, social needs and aspirations and the ability of the school to fulfil those needs, taking into account any reasonable adjustments necessary, will be made by the Head.





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Candidates for Years 7 and 9 will be invited to attend an entrance and scholarship assessment day. Those who cannot attend or who apply after the day will be invited to an alternative day or be sent tests to be sat under examination conditions, normally at an educational agent's office.

Applicants for Senior and Prep Schools may apply at any point in the school year when arrangements for interviews and testing (apart from Years 7 and 9 who apply before the entrance and scholarship assessment day) will be arranged as soon as possible.

Candidates for entry at 16+ who intend to continue on to final examinations, normally sit papers in English, Maths and Science (as appropriate to the subjects they wish to study) or they should have achieved a good set of GCSE grades, normally 5 or more at A* to C with B grades in those subjects continued on to A Level. Candidates for other years will be invited to sit a combination of entrance tests and/or interview.

The dates for the assessment process for the current year are published on our website. Results are posted to families as soon as possible after testing, interviews and information gathering are complete.

SIBLING POLICY

Most siblings join us at Kingsley School Bideford. However, admission is not automatic and there may be occasions where the school judges that a sibling is likely to thrive better in a different academic environment.

SCHOLARSHIPS

Kingsley School Bideford offers scholarships for excellence in

- Academic subjects
- Kingsley Scholarship (all-rounder)
- Music
- Sport
- Drama
- Art

PURPOSE OF SCHOLARSHIPS

Scholarships are designed to reward excellence and to celebrate exceptional talent. In recognition of this achievement, the scholar is offered a reduction in the fees throughout his/her time at Kingsley School Bideford at the Head's discretion. Parents are asked to apply to the Head if they wish to apply for a scholarship. Details of the arrangements will be sent to all who express an interest.

There is no fixed scholarship quota. Scholarships may or may not be awarded in any year depending on the strength of the candidates.





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We encourage parents of scholars who anticipate that they will experience difficulty in meeting the balance of the tuition fees to apply at the same time for one of the school's means-tested bursaries described below, when they register their child.

SCHOLARSHIPS

Candidates who apply for academic, sport, drama or music scholarships will be assessed at the same time as other candidates on the scholarship and assessment days for Year 7 and 9 candidates.

Scholarships are held for the duration of a pupil's time at the school, provided his/her conduct is satisfactory. Further scholarships may be offered to entrants to Year 12 based on their GCSE or IGCSE results.

BURSARIES

Kingsley School Bideford's bursary programme is generous and is designed to make it possible for as many as possible of those who meet Kingsley School Bideford's entry criteria to take up a place here. The school offers means-tested awards to entrants at the usual points of entry, where the parents have indicated on the registration form that they require financial support. Bursaries are means-tested in accordance with standard criteria. Both parents are required to provide proof of their income and assets.

Bursaries are always offered for 12 months at a time. The family is required to provide fresh information about its circumstances for every year that their child attends the school. Levels of support may vary with fluctuations in income, but normally will not be reduced unless family circumstances improve.

OVERSEAS APPLICANTS

We welcome overseas pupils who can study at Kingsley School Bideford as boarders.

FLUENCY IN ENGLISH

In order to cope with the academic and social demands of Kingsley School Bideford pupils must be competent English speakers. For students taught in other languages, tuition in English as an Additional Language (EAL) is provided.

RELIGIOUS BELIEFS

Although Kingsley School Bideford has Christian roots, the school does not select for entry on the basis of religious belief, and it offers the opportunity for any student to practise their own faith.





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SCHOOL'S CONTRACTUAL TERMS & CONDITIONS

Copies are on the school's website and will be made available to parents as part of the admissions process.

COMPLAINTS

The school hopes that parents and pupils do not have any complaints about the school's admissions process; but copies of the school's complaints procedure can be sent to parents on request or on the school's website.

ADMISSION AND ATTENDANCE REGISTER

The admission and attendance register is maintained in accordance with the Education (Pupil Registration) (England) Regulations 2006.

For each pupil the admission register contains:

- (i) Name in full
- (ii) Sex
- (iii) Name and address of every person known to Kingsley School to be a parent of the pupil (and an indication of the parent with whom the pupil normally resides and which parents hold parental responsibility as defined by Section 3 Children Act 1989). Parents holding parental responsibility, even if not actually caring for the child are sent relevant information from the School in respect of any pertinent matter affecting the child unless a court order indicates otherwise. This will be updated if necessary with any new or additional place of residence.
- (iv) At least one telephone number at which the parent can be contacted in an emergency
- (v) Day, month and year of birth
- (vi) Day month and year of admission or re-admission to the School
- (vii) Name and address of the last school attended if any
- (viii) An indication of boarding or day attendance
- (ix) Name of any destination school, on leaving, if known.

The name of a pupil must be included in the register from the beginning of the first day on which the School has agreed, or has been notified, that the pupil will attend the School.

Where a pupil is registered at more than one school, his/her name may only be deleted from the admission register of Kingsley School where the other school/s at which the pupil is registered give it's/their consent (except where the pupil has died, been permanently excluded or is of no fixed abode).

If a pupil has not returned within 10 school days after authorised leave of 10 school days or more, or after 20 school days unauthorised absence (in both cases, in the absence of illness or other unavoidable cause), then the school will make reasonable enquiries as to the pupil's whereabouts. This will include the involvement of the local authority. If these





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enquiries are unsuccessful then the school will remove the pupil from the admissions register.

Kingsley School will notify the local authority when a pupil's name is removed or added to the admissions register at non-standard transitions, i.e. where a compulsory school-aged child leaves the school before completing the school's final year or joins the school after the beginning of the school's first year.

Reviewed by Governors	February 2016
Reviewed by SMT	May 2016
Reviewed by SMT	April 2017
Reviewed by Governors	June 2017





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Registration Form

Kingsley School Bideford

Northdown Road, Bideford, Devon, Ex39 3LY

Registration Form

To be completed by those with **parental responsibility**[\[1\]](#) for the child

PLEASE USE **BLOCK CAPITALS**

CHILD'S DETAILS

Surname of child:			
	Please attach Photo here (if available)		
First name(s) [in full]:			
Name generally used:			
Sex:	Boy:	Girl:	





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Date of birth:			
Nationality:	British:		
	Other European: (please specify)		
	Other non-European: (please specify)		
Registration for:	Day:		Boarding:
Proposed date of admission [term and year]:			
Is English your child's first language? <i>(If not, please state his/ her first language)</i>			
<p>For a child whose nationality is non-European. The School is currently a registered Tier 4 sponsor (via the Home Office's UK Visas and Immigration (UKVI) unit). Please tick this box if you may require the School to sponsor your child for visa/immigration purposes.</p> <p><i>(Details of the Tier 4 sponsorship arrangements will be sent to everyone who ticks this box. Providing this information does not guarantee that the School will sponsor your child or that the School is somehow obliged to. The School reserves full discretion over any decision whether or not to sponsor your child.)</i></p> <p>If you do not require the School to sponsor your child please confirm that your child has or will have a time-restricted or temporary visa in any other immigration category (for example, as a dependent) and please provide a copy. Please also provide any further relevant details.</p> <p>.....</p> <p>.....</p> <p>.....</p>			





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Parents' Details

Relationship to child	Father*		Mother*
Title:			
Full Name:			
Address:			
Occupation:			
Nationality:			
Home tel:			
Work tel:			
Mobile tel:			
E-mail address(es):			
Fax:			

***If you have parental responsibility for the child in a capacity other than as a parent of the child, please state your relationship to the child here:**

.....

.....

Please mention here the names of any other members of the family attending the School or registered for entry, or any other connection with the School:

.....

.....

.....

Please state name and address of the present school or educational institution (with date of entry):

.....

.....

Name of Headteacher (or equivalent):

.....





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Are there any circumstances or conditions relating to your child of which the School should be aware? Please tick as appropriate:

ADHD		Allergies (please specify below)		Aspergers Syndrome	
Autism		Dyslexia		Dyspraxia	
Hearing impairment		Visual impairment			
Other <i>(please specify below)</i>					

.....

.....

.....

.....

(Please enclose the most recent Education Psychologist's report, if you have one. Please also send us any relevant medical, special needs or other educational reports you may have).

Declaration

We (as the holders of parental responsibility for him/her) request that the name of the above-named child be registered as a prospective pupil of the School **AND** we enclose a cheque for the **non-refundable** Registration Fee of £100, cheques to be made payable to Kingsley School Bideford.

By signing this Registration Form we understand, accept and agree that:

1. registration of our child as a prospective pupil does **not** secure our child a place at the School but does ensure that our child will be considered for selection as a pupil at the School;



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<p>.....</p> <p>(date)</p> <p>.....</p>	<p>.....</p> <p>(date)</p> <p>.....</p>
<p>(relationship to child)</p>	<p>(relationship to child)</p>

[1] Parental responsibility is defined in the Children Act 1989 as "*all rights, duties, powers and responsibilities and authority which by law a parent of a child has in relation to the child and his or her property*". It equates to legal responsibility for the child. If you have any doubts about whether you do or do not have parental responsibility for the child you may wish to seek legal advice.

[2] A copy of the current terms and conditions (known as the Parent Contract with School) is available for your information upon request at any time, but please note that the version of the parent contract supplied may be subject to change prior to the point in time when a place at the School for your child may be offered.

Parent Contract with School

Kingsley School Bideford

Acceptance Form

We hereby accept the offer of a place at the School for
..... with effect from the beginning of the
Autumn/Spring/Summer term 2016/2017 and enclose a cheque for £..... as a
deposit and registration fee.





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Before signing this Acceptance Form you should read (i) the terms and conditions attached to this Acceptance Form and (ii) the Kingsley School Code of Conduct (and draw them (particularly the Code of Conduct) to the attention of your child).

We acknowledge receipt of a copy of the current Code of Conduct and agree that we and our child shall observe and be bound by them.

By signing this Acceptance Form we confirm that:

- (a) all holders of parental responsibility^[1] for the above-named child have signed this Acceptance Form and that no one else holds parental responsibility for him or her;
- (b) we, the above-named child's mother and father, co-habit / live separately^[2] 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 prior to signing this Acceptance Form:
 - (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 or relating to us and/or our child that has previously been notified to the School (including on the School's registration form or otherwise as part of the School's registration and admissions process) is and remains complete and accurate as at the date when we sign this Acceptance Form; and
 - (iii) our child has the right to enter, live and study in the United Kingdom and, if we require the School to sponsor our child as a condition of his/her entry into the United Kingdom, such requirement has previously been notified to the School.

Signed by: <i>(signature)</i> 	Signed by: <i>(signature)</i>
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<i>(print name)</i> <i>(date)</i> <i>(relationship to child)</i> <i>(address)</i>	<i>(print name)</i> <i>(date)</i> <i>(relationship to child)</i> <i>(address)</i>
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PLEASE NOTE:

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 one signatory as having been given on behalf of all signatories and therefore on behalf of all those with parental responsibility for the child.

An exception to this is with regard to a notice of withdrawal of the child from the School - such notice must be signed by all those with parental responsibility for the child. (See Clause 9(i) of the terms and conditions.)





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Kingsley School Bideford

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 that are otherwise highlighted to make them stand out. This is in an effort to draw certain provisions to your specific attention because they are important to 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 Registrar on admissions@kingsleyschoolbideford.co.uk.

1. **Definitions**

(a) *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. Please take note of them.

"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;

"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 does not 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 at any time upon request;

"contract" has the meaning given in [Clause 1\(c\)](#) below;





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"deposit" means the amount set out and referred to as the deposit in the Acceptance Form (and that is separately set out in the Schedule of Fees);

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

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

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

"Code of Conduct" means the 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. Parents will be given notice of subsequent changes to the rules;

"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 first day of the term preceding the term to which the notice relates;

"terms and conditions" means these terms and conditions 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;

"we" or the **"School"** means the legal entity carrying on as the School as identified in Clause 1(b) below; and

"you" or the **"parents"** means each person who has signed the Acceptance Form as a parent of 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 and appreciation of what we are referring to. We do this by using the words **"for example"**, **"includes"** or **"including"** and, because we do not intend for the examples given to be exhaustive, 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.

Also in these terms and conditions we use headings to introduce the separate provisions. These headings are for ease of understanding only.

(b) Who we are. We are Kingsley School Bideford a registered charity. Our charity registration number is 306709 and our registered office is at Northdown Road, Bideford, Devon, EX39 3LY.





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(c) Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **Code of Conduct** 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 the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

(a) 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.

(b) The non-refundable status of the deposit. **The deposit is not refundable if your child does not take up a place at the School.** The exception to this is 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.

(c) How we use the deposit. 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.

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 schooling for their children as it means we are less likely to fill the place. This is why we require the period of notice referred to here for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

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

(a) The period of notice we require. **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 must give us written notice before the first day of the term immediately preceding the term in which your child was due to start.** *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 a place on or before the first day of the preceding summer term (ie, the final term of the previous academic year).*

(b) If we receive that period of notice. **If you provide that period of notice, you will lose the deposit (subject to repayment under Clause 2(b) above if the resulting vacancy is filled by the School) but no further fees will be payable.** *This means that the School will retain the deposit and not refund it to you unless and until the vacancy created by the withdrawal of your child has been filled (and, if it is to*





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be refunded, then an amount will be deducted from the deposit to cover the School's costs in administering your dealings with the School or a reasonable estimate of those costs). In any event, in such circumstances you are not required to pay any further fees or other amounts to the School.

(c) *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 shall be payable by you 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. The School shall credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us (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.**

4. School Fees, Supplemental Charges and Payment

(a) *What the fees include.* 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 shall be met by the fees unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).

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

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

(c) (i) *Who is responsible for ensuring payment.* **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges 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 of you remains liable to the School for all of the fees and supplemental charges due UNLESS AND UNTIL the School 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. *Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice what this means is that if fees or supplemental charges have not been paid to the School then, in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.*





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(ii) How can one person remove him/herself from their payment responsibility. A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice AND PROVIDED THAT they have obtained the prior written consent of **both** the School and the other person who has signed the Acceptance Form.

(d) How the fees are charged and payment requirements. Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the **first day of that term**. Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 3(c)(i) above). The fees must be paid in full either by cheque or by direct bank transfer on or before the first day of the term to which the invoice relates.

The School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If the School does agree to do this in relation to any term's fees then the School and those responsible for paying those fees will agree separately in writing a payment schedule of how the fees will be paid. In such circumstances, the agreed amount for each term is to be paid in not more than four (4) instalments (unless otherwise agreed in writing by the School) within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice).

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

(e) (i) Non-payment of fees: refusal to attend school. **We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.**

(ii) 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 3(d) and 3(e) above) we may charge interest to you on the overdue amount at the rate of 8 per cent a year above the base rate from time to time of the School's bank. Unless we tell you otherwise in writing, this interest shall 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.**

(iii) We can recover our costs if recovering late or non-payments. Unless we expressly agree otherwise in writing with you, 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, and in any event being such costs that would be allowable by the courts if judgment was made in the School's favour).

(iv) We can notify other educational institutions of your outstanding payments. **You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.**





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

(f) 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 have sufficient time to provide the required term's notice of withdrawal to the School under **Clause 5(a) below.**

(g) Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise. If 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.

PLEASE READ THIS NEXT SECTION CAREFULLY- it sets out what period of notice we require from you if you wish to (i) withdraw your child from the School, (ii) change the nature of your child's place at the School, or (iii) remove them 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**

(a) 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), 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. *This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (ie, 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 (ie, the final term of the preceding academic year).*

(b) Notice to change your child's place at the School. If you wish to change your child's place at the School from a boarding to a day place or from a termly to a weekly boarding place you shall either give a term's notice or shall pay to the School the difference between the boarding or termly 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) When the relevant amount in lieu of notice must be paid. In cases under (a) or (b) above, the appropriate sum in lieu of notice will become payable by you to us 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.





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(d) Withdrawal part-way through a term does not reduce the amount you owe to the School. **The School's affairs are organised on a termly basis and 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. Code of Conduct

(a) Your child must comply with the Code of Conduct. It is a condition of remaining at the School that you and your child comply with the Code of Conduct. In addition, you promise to ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue from time to time (if not already included within the Code of Conduct).

(b) We may undertake drugs testing of your child. **The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the Code of Conduct.** The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.

(c) Monitoring your child's email communications, internet use, and use of social media. **The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media.** We may do this for various reasons, including ensuring compliance with the Code of Conduct 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. Suspension, Exclusion and Required Removal

(a) The Head's discretion to suspend or exclude your child from the School. The Head may in his or her discretion suspend or, in serious or persistent cases, expel 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 suspension or exclusion is in the School's best interests or those of your child or other children.

(b) Where you can find examples of offences punishable by suspension or expulsion. The Code of Conduct sets out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account

(c) The Head's discretion to require you to remove your child from the School. The Head may in his or her discretion require you to remove your child from the School if the Head considers that:

(i) 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 because we have a legal right to end the contract because of something you have done wrong;





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(ii) your child's attendance or progress 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.

(d) What happens if your child is suspended, excluded or removed from the School. Should the Head exercise his or her right under either Clause 7(a) or Clause 7(c)(i) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable). Also, where your child is expelled or you are required to remove your child from the School the deposit will be forfeited meaning that the School will retain the deposit. If your child is expelled from the School fees in lieu of notice will **not** be payable and any prepaid fees and/or supplemental charges for the period after the expulsion will be refunded. If you are required to remove your child from the School as a result of the Head exercising his or her discretion under Clause 7(c)(ii) then 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.

(e) Your right to have disciplinary matters or decisions reviewed. You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this Clause 7 reviewed. Any such review shall be governed by the Complaints Procedure.

8. The School's Obligations

(a) The period of your child's schooling. Subject to these terms and conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling.

(b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil 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 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 supervision of a member of School staff.** The School shall adhere to and comply with the *National Minimum Standards for Boarding Schools* (applicable from time to time) published under the Children Act 1989 (as amended or superseded).

(c) 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.

(d) 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 attempt 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)).**

(e) Our right to make changes at the School. Our prospectus describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to





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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)).

(f) We will give you notice of significant changes. We will give you notice of any 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(a) above.

9. The Parents' Obligations

(a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith 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.

(b) Examples of the co-operation and assistance we require. You shall co-operate with the School and School staff in good faith, and including in particular by:

(i) maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this contract);

(ii) encouraging your child in his or her studies, and giving appropriate support at home;

(iii) 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);

(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 (or changes to it) are not withheld;

(v) providing cooperation and assistance to the School so that your child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and

(vi) attending meetings and keeping in touch with the School where your child's interests so require.

(c) You must notify us of your child's health/ medical conditions or special educational needs. **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 must inform the School of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also





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provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same.

(d) 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 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 passed. Where it is considered appropriate in such circumstances 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).

(e) 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 in relation to your child, including in relation to their education or welfare.

(f) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. 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. These 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; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).

(g) 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(i) below, you (and each of you) accept that the School is entitled to treat:

- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- (ii) 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.

(h) 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(a), 4(c)(ii), 4(g), or 5(a) must be in writing and signed by each of you as the holders of parental**





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responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).

(i) *You must notify us of your child's absence from School.* 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.

(j) *Parents must notify us if they will be absent for a period of time.* 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 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.

(k) *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.

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

(a) *Your consent to us providing a reference for your child.* 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 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.

(b) *Your consent to us using information relating to your child for certain purposes connected with the running of the School.* You consent to us making use of information relating to your child (including photographs and video recordings), and (where appropriate) relating to you, whilst your child is at the School and after he or she has left for the purposes of:

(i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;

(ii) promoting the School to prospective pupils/parents;





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- (iii) publicising the School's activities; and
- (iv) communicating with the school community and the body of former pupils.

In respect of (ii), (iii) and (iv), 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.

(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 (or relating to) you and/or your child that is held by the School; and
 - (ii) 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 (or relating to) you or your child that has previously been notified to the School, including relevant contact details.
- (d) As Tier 4 sponsor we need your consent to us providing certain information to UKVI. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the *United Kingdom Visas and Immigration* (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not).
- (e) We will send information (eg, school reports) about your child to both of you as a matter of course. You agree that those persons who have parental responsibility for your child are 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 shall therefore disclose such information as a matter of routine to such persons 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 the Data Protection Act 1998 (as amended or superseded)).
- (f) The Data Protection Act 1998 and your consent to our processing of your/your child's personal data. The School will process personal data about you and your child in accordance with the Data Protection Act 1998 (as amended or superseded). You consent to us processing such personal data:
- (i) as set out in this [Clause 11](#), and in the School's '*Data Protection Notice*' which is available on the School's website as may be amended from time to time;
 - (ii) in order to comply with any court order or legal, regulatory or good practice requirement; and
 - (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.





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12. Intellectual Property Rights

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

13. Changes in Ownership, etc

The circumstances in which we may transfer this contract to someone else. For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you to let you know if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

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).

14. Cancellation of this Contract

(a) Our rights to end the contract. 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:

- (i) 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;
- (ii) your child is expelled from the School;
- (iii) you are required to remove your child from the School, including circumstances where you (as opposed to your child) act in such a way as to give the Head cause to require you to remove your child from the School under Clause 7(b)(i) of this contract;
- (iii) 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);
- (iv) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
- (vi) you otherwise do not comply with (ie, 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.





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

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

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

(c) When this contract will end if not terminated early. For the avoidance of doubt, this contract shall end at the end of your child's schooling.

(d) 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. After this contract ends, you and we will keep any rights we have under general law.

15. Events outside of our, or your, control

(a) 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 and 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. In the remainder of this Clause 15 we shall refer to these as an "event".

(b) What happens if we are affected by an event outside of our control. If an event beyond our control 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 and subject to Clause 15(c), 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).

(c) Circumstances in which we may refund fees to you. If the School is wholly unable to perform its obligations under this contract for a continuous period of more than fourteen (14) consecutive days, you shall not be required to pay the fees for the period of the term affected, prorated proportionately. Accordingly, and as the case may be, if the fees for the period of the term affected:

(i) have already been paid, then you will be refunded such proportion of the fees; or

(ii) have not been paid because the period of the term affected includes the first day of the term (and fees only became due on the first day of the term) then you shall not be required to pay such proportion of the fees.





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If (ii) above applies, then the balance of the fees for the term affected shall be paid by you to the School on the date when the School resumes performance of its obligations under this contract.

(d) Events lasting more than 6 months. If the School is prevented from performing all of its obligations 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.

(e) What happens if your child is affected by an event outside of your control. Subject to Clause 4(g), if your child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:

(i) 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;

(ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School 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

(iii) if the event continues 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 (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

16. Communications between you and the School

(a) 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.

(b) 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.**

(c) 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 and either:

(i) delivered by hand to the School;





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- (ii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
- (iii) 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 notices you may wish to send us under any of Clauses 3, 4(c)(ii), 5(a), 5(b) or 5(d) of these terms and conditions are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery. Unless we agree otherwise, you should not provide any of these notices by email.

17. The Law that applies to this contract and where legal proceedings may be brought

- (a) *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.
- (b) *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. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

18. 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.

[1] Parental responsibility is defined in the Children Act 1989 as "*all the rights, duties, powers and responsibilities and authority which by law **a parent** of a child has in relation to the child and his or her property*". It equates to legal responsibility for the child. If you have any doubts about whether you do or do not have parental responsibility for the child you may wish to seek legal advice.

[2] Delete as applicable.

