



Lockers Park

Terms and Conditions

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1. **Definitions**

In these terms and conditions;

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

"**Advance**" means the sum over and above the Deposit, as set out in the Offer Letter;

"**Boarding Terms and Conditions**" means the published terms and conditions upon which boarding places are offered and accepted and as may be amended from time to time. Parents will be given notice of such amendments;

"**Child**", "**Son**" or "**Pupil**" means a Child of whatever age admitted by the School to be educated;

"**Code of Conduct**" means the set of practices a Pupil is expected to adhere to whilst at School, a copy of which is sent to parents with the letter offering a place at the School and is also provided on entry to the School, and which is amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments;

"**Contract**" means the terms of agreement between the Parents and the School as outlined in the Registration Form, Offer Letter, Acceptance Form, Schedule of Fees and these Terms and Conditions, collectively constituting the entire agreement between the parties. It is not intended that the terms of the contract shall be enforceable by your Son or by any other third party;

"**Complaints Procedure**" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. Parents will be notified of any such amendments;

"**Deposit**" means the sum set out in the Schedule of Fees and which is paid when the Acceptance Form is returned to the School;

"**Extras**" means the charges for extra-curricular activities such as music lessons, trips and visits including in particular, all public examination charges and, where applicable, any additional charges incurred by the School in providing for the special educational needs of a Pupil;

"**Fees**" means the charges as outlined in the Schedule of Fees, unless otherwise notified in writing by the School;

"**Fees in Lieu**" (of notice) means fees in full for the term of notice at the rate that would have applied had the Pupil attended the School for the term;

"**Guardian**" means a person or persons who are UK residents appointed by a Child's Parents to act "in loco parentis" in the absence of the Parents;

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

"**Half a Term's Notice**" means written notice received either not later than the first day of the term to expire at the conclusion of the following half term break or not later than the day preceding half term break to expire at the end of that term;

"**Offer Letter**" means the letter from the School confirming the place for a Child in the School;

"Parent", "Parents" or "You" means each person who has signed the Acceptance Form as Parent or Guardian of a Child or a person who, with the School's written consent, replaces a person who has signed the Acceptance Form;

"Registration Fee" means the sum set out in the Schedule of Fees and which is payable at the same time as the Registration Form is sent to the School;

"Registration Form" means the form provided by the School for parents to complete when requesting a place for their Son at the School;

"Schedule of Fees" means the list of fees and charges published by the School as amended from time to time;

"School" or "We" means the legal entity carrying on as Lockers Park School or its duly authorised representative, as the context requires;

"Term" means the period between and including the first and last days of each School term or as notified to parents from time to time;

"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 amended from time to time.

2. Registration and Acceptance

- (a) The School will consider an application for a place at the School upon receipt of the Registration Form and on payment of the Registration Fee, which is non-refundable. Registration is not complete until the School has acknowledged receipt of the Registration Form and the Registration Fee.
- (b) An offer of a place for your Child at the School is accepted by you submitting the Acceptance Form, a signed copy of the Offer Letter from the School and payment of the Deposit.
- (c) The Deposit will form part of the general funds of the School until, subject to Clause 6(c) below, it is repaid without interest to you after completion of your Child's final Term at the School. However, if, at the time of leaving the School, there are any amounts outstanding or due to the School, these may be deducted by the School from the Deposit to be repaid.
- (d) The Deposit is not refundable if your Child does not take up a place at the School. If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the Deposit, but before your Child starts at the School, you shall give written notice to that effect prior to the first day of the Term immediately preceding the Term in which your Child was due to start. If such notice is received by the School by that time the Deposit will be forfeited in accordance with Clause 2(c) above but no further Fees will be payable. If such notice is received after that date, a Term's Fees in Lieu (of notice) less any Deposit already paid to the School shall be payable and shall become due and owing to the School as a debt.

3. School Fees

- (a) Fees must be paid in strict accordance with the terms as set out in the Schedule of Fees. Certain items including extra-curricular activities such as music lessons, trips and visits in which you agree in advance your Child may participate shall be deemed to be supplemental to items met by the Fees and shall be charged by the School as Extras as set out in the Schedule of Fees or in correspondence relating to each item activity.

- (b) Each person who has signed the Acceptance Form is jointly and severally responsible for the whole of the Fees and Extras due. The persons who have signed the Acceptance Form remain liable to the School for the whole of the Fees and Extras due, unless the School has agreed in writing to look exclusively to any other person for payment of the Fees and Extras or any part thereof. Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a Term's Notice provided he or she has obtained the prior written consent of both the School and the remaining Parent.
- (c) If your Child has been awarded a scholarship or a bursary, your liability will be for the amount of Fees due after taking account of such award. Such award may be withdrawn if, in the opinion of the Head, your Child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the Fees due in respect of a Term which has already commenced. Where it appears likely to the Head that, for any reason, an award may be withdrawn from your Child, you shall be notified in advance. If, within fourteen days following the withdrawal of an award, your Child is withdrawn from the School, then Fees in Lieu (of notice) will not be payable.
- (d) The School reserves the right to refuse to allow your Child to attend the School or to withhold any references while Fees or any Extras remain unpaid. The School also reserves the right to seek late payment charges from you as set out in the Schedule of Fees.
- (e) The Fees and Extras 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 due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term. If you are given less than a Term's Notice of an increase in fees that exceeds 5% you will be entitled to withdraw your Child from the start of the following term without giving a Term's Notice or paying Fees in Lieu (of notice), provided that you give notice of the withdrawal within 21 days from the date when notice of the increase in fees is given.
- (f) Fees and any prepaid Extras will not normally be reduced as a result of absence due to illness or otherwise; the School is able to recommend insurance cover whereby fees may be recoverable following such an absence. 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 withdraw your Child from the School 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 last Term if a Term's Notice had been given.
- (b) If you wish to withdraw your Child from an activity charged for as an Extra, you shall either give a Term's Notice to that effect or shall pay to the School a Term's charges for the activity in which your Child has ceased to participate.
- (c) The School's affairs are organised on a termly basis and, except in cases under (d) above, it is not possible for you to reduce the amount of Fees due or to obtain a refund of Fees by withdrawing your Child or by your Child's ceasing to participate in an activity part-way through a Term.

5. Code of Conduct

- (a) It is a condition of remaining at the School that your Child complies with the Code of Conduct as amended from time to time. In particular you undertake to ensure that your Child attends School punctually and conforms to the School's standards of appearance, dress and behaviour as shall be issued by the School from time to time.

- (b) The School reserves the right, subject to applicable data protection legislation, to monitor your Child's email communication and internet use for the purpose of ensuring compliance with Code of Conduct.

6. Disciplinary Procedures

- (a) The Head may in his discretion require you to remove or may suspend or, in serious or persistent cases, expel your Child from the School if he considers that your Child's attendance, progress or behaviour including behaviour outside School is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your Child or other children. All aspects of your Child's record at the School may be taken into account.
- (b) The Head may in his discretion require you to remove or may suspend or, in serious or persistent cases, expel your Child if the behaviour of you or either of you is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely your 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 exercise his/her right under sub-clause 6(a) or 6(b) above, you will not be entitled to any refund or remission of Fees or Extras due (whether paid or payable) and the Deposit will be forfeited. However, in such circumstances Fees in Lieu (of notice) will not be payable and any prepaid Fees will be refunded.
- (d) The review of serious disciplinary matters is governed by the Complaints Procedure.

7. The School's Obligations

- (a) Subject to these Terms and Conditions, the School undertakes to provide schooling for your Child as a pupil of the School from the time of joining the School until the end of their schooling at the School. However, the School shall not be obliged to permit your Child to continue unless satisfied that it is appropriate to do so having regard to their academic attainments and all other relevant circumstances.
- (b) While your Child remains a pupil of the School, reasonable skill and care will be undertaken in respect of their 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) The School shall not subject any Child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, any person including the Child or in order to provide comfort to a Child in distress. Unless you notify us to the contrary, you consent to your Child participating, under proper supervision, in contact sports and in all other normal sports and activities which may entail physical contact with both fellow pupils and staff and also some risk of physical injury.
- (d) If your Child requires urgent medical attention while under the School's care, the School will if practicable attempt to obtain your prior consent. However, should the School be unable to contact you, it shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a medical practitioner or a doctor. In the event of any costs being incurred for such treatment you agree to the cost being charged to you.
- (e) The School's prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum, and the School reserves the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. The School will give parents notice of any changes at the School including changes in the curriculum that it regards as significant to your Child.

- (f) The School shall monitor your Child's progress, produce regular written reports and advise you if it has any concern about your Child's progress but the School does not undertake to diagnose special educational needs or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your Child without being charged Fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for your Child's special educational needs.

8. The Parents' Obligations

- (a) To fulfil its obligations, the School requires your co-operation, in particular by; fulfilling your own obligations under the Terms and Conditions; encouraging your Child in their studies, and giving appropriate support at home; keeping the School informed of matters which affect your Child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your Child's interests so require.
- (b) It is a condition of your Child's joining the School that you complete and submit to the School prior to your Child's joining 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 Son has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk either presented by your Child to others or presented to your Child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your Child at home and not permit them to return to the School until such time as the health risk has been averted.
- (c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your Child. You also undertake to inform the School if, at any time, a court order is put in place or an undertaking is given to a court in respect of (or that somehow relates to) your Child. In such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order or undertakings(s) (or the relevant parts thereof).
- (d) The School is entitled to treat any instruction, authority, request or prohibition received from a guardian or any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.
- (e) Parents give consent to such physical contact as may be lawful, appropriate and proper for teaching, for providing comfort to a pupil in distress and in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, any person including the pupil.
- (f) The Head must be informed in writing of any reason for your Child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (g) The School cannot accept any responsibility for the welfare of your Child while off the School premises unless they are taking part in a School activity or otherwise under the supervision of a member of the School staff.
- (h) 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. Any 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. (From the first day of the first Term your Child is included in a personal accident insurance scheme, the charge for which is included in School Fees).

10. Confidentiality and References

- (a) You consent to the School 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 the School shall be confidential. The School will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on their ability, aptitude for certain courses and character is fair. However, the School cannot be liable for any loss you or your Child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by the School.
- (b) You consent to the School making use of information relating to your Child whilst they are at the School and after they have left for the purposes of managing relationships between the School and current pupils, providing references and communicating with the body of former pupils.
- (c) You undertake to confirm (or update, if necessary), when requested, such information about you and/or your Child that is held by the School and in any event, inform the School of any change to you or your Child's circumstances (including, where applicable, in connection with an entitlement to enter and/or reside in the United Kingdom), or to information about you or your Child, that has previously been notified to the School, including relevant contact details.
- (d) The School will process personal data about you and your Child in accordance with the Data Protection Act 1998 and the School's 'Data Protection Notice' which is available on the School's website.

11. Photography and Use of Images

It is the custom and practice of most independent schools, and of Lockers Park School, to include some photographs or images of pupils in the School's promotional material such as the prospectus, newsletters and website and we will not divulge the identity of any pupils without the Parents' consent. Parents will be requested to sign an Image Consent Form, prior to their Child joining the School, to give the School permission to photograph their Child and use the images for promotional material.

12. Intellectual Property Rights

The School shall recognise any intellectual property rights vested in your Child.

13. Changes in Ownership

For the purposes of constitutional changes to the School or amalgamation, the School reserves the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of the Contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

14. Termination

- (a) The School shall be entitled to terminate the Contract forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any Deposit or Fees paid to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied including for the avoidance of doubt persistent non-payment or material default under these Terms and Conditions.
- (b) The School may at any time terminate the Contract forthwith by notice in writing (without prejudice to its other remedies) if you are unable to pay the fees and extras as they fall due under this contract; are the subject of a bankruptcy petition or order; or enter into an individual voluntary agreement.

- (c) You may at any time cancel this contract forthwith by notice in writing (without prejudice to any of your other remedies) if the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (d) For the avoidance of doubt but without prejudice to any rights that may have accrued under this Contract, the Contract shall terminate at the end of your Child's schooling at the School.

15. Force Majeure – i.e. Circumstances Beyond our Control

- (a) In the Contract, "Force Majeure" shall mean any cause beyond a party's control (including, but not restricted to: strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or Governmental order, rule, regulation or direction including that of a local authority, accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
- (b) In the event of a Force Majeure arising which prevents or delays the School's performance of any of its obligations under the Contract, the School shall use its best endeavours to give you notice specifying the nature and extent of the circumstances giving rise to the Force Majeure. Provided that the School has acted reasonably and prudently to prevent and 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 under the Contract.
- (c) If the School is prevented from performance of its obligations for a continuous period greater than six months, the School shall notify you of the steps it plans to take to ensure performance of the Contract.
- (d) 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 a Force Majeure you shall give the School notice in writing of such circumstances and you shall, in consultation and cooperation with the School, use all reasonable endeavours to: mitigate the effect of the Force Majeure in order to continue to perform the 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.
- (e) In circumstances where, following the efforts made and steps taken your Child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and in the event of the force majeure continuing to prevent your Child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this 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

All notices required to be given under the Contract must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications including notices will be sent by the School to the address shown in its records. Notices that you are required to give under the Contract must be addressed to the Head and either hand delivered to the School or sent to the School's address by recorded or other form of registered post requiring a signature on receipt as proof of delivery.

17. Interpretation

These Terms and Conditions shall supersede those in the School's prospectus and elsewhere. In case of any conflict with any other document forming part of the Contract, these Terms and Conditions will prevail. Headings in these Terms and Conditions are for ease of understanding only and do not form part of these Terms and Conditions.

18. Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract and it is not intended that the terms of the Contract shall be enforceable by your Child or any other third party.

19. Jurisdiction and Governing Law

The Contract is governed by English Law. You agree with the School to submit to the exclusive jurisdiction of the English courts.

20. Variations

The School reserves 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 such modifications taking effect.

Revised: May 2017