

Parental Contract and Acceptance Form

Airthrie School LLP with Hillfield Dyslexia Trust



1.0 Introduction

This Parent Contract represents the terms upon which parents are offered a place for their child at Airthrie School LLP and Hillfield Dyslexia Trust (hereinafter called the School). It will be reviewed periodically by the Leadership Team.

Before signing this Parent Contract, you should read the Terms and Conditions within this Contract and the Behaviour Policy and Airthrie Values (and draw the attention of your child to these), which refer to the responsibilities regarding conduct of both Pupils and Parents and are hereinafter called the **School Rules**.

IMPORTANT – when you complete, sign and submit the Acceptance Form you and the School enter into a legally binding contract, upon the School's Terms and Conditions. If you subsequently change your mind and decide to withdraw your child before he or she takes up their place, you may lose your deposit and be responsible for paying us fees in lieu of notice – see Clause 3 of the terms and conditions for more information.

2.0 Acceptance Form

I/We* hereby accept the offer of a place at the School for the child named below with effect from the date below. By signing this Contract, I/we confirm that all holders of parental responsibility for the child named below have signed this Parent Contract; that no one else holds parental responsibility and that;

1. I/We have read and understood the Terms and Conditions attached to this Acceptance Form and understand that I/we shall be bound by the Terms and Conditions upon signing this Acceptance Form.
2. I/We, the child's parent(s), co-habit / live separately at the address(es) shown below and we agree to notify the School immediately of any change of address or our family circumstances;
3. I/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.
4. I/We have completed the attached confidential medical information and consent forms in relation to my/our child;
5. I/We agree that we and our child shall observe and be bound by the School Rules;
6. Unless otherwise notified to the School in writing prior to signing this Parent Contract
 - (i) there are no court orders in place in respect of the care or living arrangements of my/our child or the payment of fees for his/her education;
 - (ii) any information or circumstances about or relating to me/us and/or my/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 is accurate as at the date when we sign this form; and
 - (iii) my/our child has the right to enter, live and study in the United Kingdom.

*delete the single or plural (e.g. I/We etc.) as applicable

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Please Print, sign and return this page (or scan and email it to admin.office@airthrie-school.co.uk)

Child's name:

Start Date:

I/we have read and understood the Terms and Conditions attached to this Acceptance Form and understand that I/we shall be bound by the Terms and Conditions upon signing this Acceptance Form. (Each parent/carer to sign & print name)

Signed by:

Signed by:

Signature:

Signature:

PRINT NAME:

PRINT NAME:

Date:

Date:

Relationship to child:

Relationship to child:

(if different)

Address:

Address:

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PLEASE NOTE: Each person with parental responsibility for the child is required to sign this Parent Contract 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 Section 4.0 of the Terms and Conditions).

Bank Details:

Airthrie School LLP
Sort Code: 20-20-15
Account No 20611328.

When paying fees, please give your Child's Name as the Reference.

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3.0 Terms and Conditions

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 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 consider that there is a mistake or if anything in these terms is unclear or you would like to have further explanation, then please contact the Bursar to discuss this.

3.1. Definitions

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;

Who we are: We are Airthrie School LLP with Hillfield Dyslexia Trust, registered charity number 800468.

"Acceptance Form" means the form provided as part of this parent contract, 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,

"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 available from the School at any time upon request;

"Contract" has the meaning given in Clause 1(c) below;

"Registration fee" means the amount set out and referred to as such in the Acceptance and/or Registration Form (and further defined in point 4 below);

"Fees" means the termly fees set out in the Schedule of Fees and any other sums charged for additional services that you may select;

"Head" means the Headteacher or Principal appointed by the proprietors 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;

"School Rules" means all rules, regulations, responsibilities and related policies 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 current version of the Behaviour Policy and Airthrie Values are available to Parents on the school website or from the school office, on request. Parents will be given notice of subsequent changes to the rules;

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"**Taster session**" means a trial day or half-day at the School, free of charge, where your child will be able to experience school life, their class, their peer group and the School can ascertain that we are able to meet your child's specific educational needs;

"**Term**" means a portion of an academic year, during which the School holds classes. These are referred to as the 'Autumn Term', 'Spring Term' and 'Summer Term'. Parents are notified of changes to 'Term Dates', which are also published on the website;

"**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**" mean 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 Airthrie School LLP, 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;

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 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;

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;

We use headings to introduce the separate provisions. These headings are for clarity and ease of understanding only.

3.2 Acceptance and Registration Fee

An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the Registration fee of £130.00.

Our contract with you, the Acceptance Form, the Schedule of Fees, the School Rules and these Terms and Conditions (as in each case may be varied from time to time) form the terms of an agreement (the "contract") between you and the School. Note: It is not intended that the terms of the contract shall be enforceable by any other third party.

The registration fee is not refundable if your child does not take up a place at the School **unless**, following a taster session, the **School** believes that it cannot meet your child's specific educational needs.

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3.3 School Fees, Supplemental Charges and Payment

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).

The fees do not include **supplemental charges or 'extras'**; namely, any items charged to you that are supplemental to the fees for example, any extra-curricular activities (such as trips and visits, subscriptions, entrance fees or chargeable activities in which you agree in advance your child may participate) will be 'extras' not met by the fees and charged for accordingly. Additional charges incurred by the School in providing for any additional needs of your child may also be charged as supplemental to the fees.

3.4 How the fees are charged

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 3.5(i) below).

- (i) **The fees must be paid in full on or before the first day of the term** to which the invoice relates. Arrangements to pay fees in twelve equal monthly payments in advance, per academic year, can be made by contacting the Bursar. We may not allow your child to attend the School if you do not pay on time.
- (ii) **Third Party Payment.** By prior agreement, the School may agree that the fees that are or will fall due in relation to any term can be paid by a third party with whom you have entered an arrangement to pay them in monthly instalments. If the School agrees to do this in relation to any term's fees, then the School will be informed in writing with whom the arrangement is made and on the understanding the fees are paid each term in accordance with the School's requirements.
- (iii) **Payment of supplemental charges or 'extras'.** All supplemental charges or 'extras' for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be itemised separately on the main invoice (and the same conditions apply as 3.4 paragraph 1 above).

3.5 Who is responsible for ensuring payment?

Each parent or carer who has signed the Acceptance Form is liable for and must ensure that all fees and supplemental charges due are paid to the School. This is because our contract applies to both of you individually and severally. Each of you remains liable to the School for all 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.

- (i) **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 each person.

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- (ii) **Removal from payment responsibility.** A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice PROVIDED THAT they have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form.
- (iii) **How bursary awards are treated.** If your child has been awarded a bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If within fourteen (14) days following the withdrawal of a bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you.

3.6 Non-payment of fees

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.

- (i) **We reserve the right to refuse your child's attendance** at the School or to withhold any references, reports or other documentation while fees remain unpaid or there is a persistent failure by you to pay the fees on time.
- (ii) **We reserve the right to refuse to allow your child to participate in the relevant extra-curricular activity** while the applicable supplemental charge for that activity remains unpaid.
- (iii) **We reserve the right to charge interest if you pay late.** If you do not make any payment to the School by the due date for payment (see Clause 3.4 above) we may charge interest to you on the overdue amount at the rate of 5 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.
- (iv) **Fees and Supplemental Charges or 'extras' will not be reduced due to your child's absence.** Fees and any agreed supplemental charges or 'extras' will not normally be reduced or refunded as a result of absence due to illness or otherwise, no reduction of fees will be made in respect of such periods of absence.
- (iv) **We reserve the right to charge in addition to interest an administration charge** if you pay late. If you do not contact the Bursar in advance of the due date that you are not able to pay by the due date, we reserve the right to apply an administration charge
- (v) **We reserve the right to recover our costs for 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).

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- (vi) **We reserve the right to 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.

3.7 Periodic Fee Increases:

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 give notice to withdraw your child from the School before the proposed increase is set to take effect,

Fees and any agreed supplemental charges or 'extras' will not normally be reduced or refunded as a result of absence due to illness or other reasons.

4.0 Notice Requirements

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 and (iv) who is responsible for signing a withdrawal notice.

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".

4.1 Notice to withdraw your child from the School.

(i) 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 and without the benefit of any discount or concession awarded to you under any fee reduction or bursary. This means that if, for example, you wish to withdraw your child with effect from the start of the Autumn Term (i.e. at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child before the first day of the preceding Summer Term (i.e. the final term of the preceding academic year).

(ii) **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 must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).

(ii) **Once notice has been given the School will acknowledge such notice** in writing within 10 working days. If you have not received an acknowledgement from the School to this effect, it is your responsibility to contact the School to ensure that notice has been properly received.

(iii) In cases under Clause 4.1 (i) above, the appropriate sum in lieu of notice will become payable by you to us as a debt by the date shown on the invoice.

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(iv) **Notice to withdraw your child from participating in an activity** covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you shall give a term's notice to that effect. Where such notice has not been given and the school has incurred a debt in respect of this activity, we reserve the right to recover the debt for the activity in which your child has ceased to participate.

(v) **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.

5.0 School Rules

(i) **Your child must comply with the School Rules.** It is a condition of remaining at the School that you and your child comply with the School Rules, which comprise the Behaviour Policy and Airthrie Values. In summary, 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.

(ii) **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 School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

6. Exclusion (Fixed-period or Permanent)

6.1 **The Head may in their discretion exclude, either for a fixed-term or permanently,** your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the exclusion is in the School's best interests or those of your child or other children.

6.2 **Examples of offences punishable by exclusion.** The Behaviour and Anti-bullying Policies set out examples of offences likely to be punishable by exclusion. These examples are not exhaustive, and the Head may decide that exclusion 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.

6.3 **The Head's discretion to require you to remove your child from the School.** The Head may at his or her discretion require you to remove your child from the School if the Head considers that:

(i) your behaviour or conduct, including online (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;

(ii) your child's attendance is unsatisfactory, and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children. If this happens, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal will be refunded.

6.4 What happens if your child is excluded from the School?

(i) Should the Head exercise their right under either Clauses 6.2 or 6.3 above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the time in which your child is excluded for a fixed-term. If you are required to remove your child from the School as a result of the Head exercising discretion under Clause 6.3 (ii) then the deposit will be refunded.

(ii) If your child is excluded or you are required to remove your child from the School, fees in lieu of notice will not be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the exclusion will be refunded.

(iii) Provided you have paid the School's final invoice, this contract will terminate with immediate effect, if your child is excluded or if you are required to remove your child from the School.

(iv) 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 Section 6 reviewed. Any such review shall be governed by the School Complaints Procedure.

7. The School's Obligations

7.1 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 their preparatory schooling.

7.2 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 her education and welfare. This obligation will apply during school hours 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 under the supervision of a member of School staff. Should you wish to remain in a play area after the end of the school day, it is your responsibility to supervise your child.

7.3 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.

7.4 Physical contact

You accept that there may be physical contact between staff and your child. Physical contact will reflect the needs of the child and not those of the adult, as per the School Staff Code of Conduct (examples: holding a child's hand to lead a line; comforting a distressed child; congratulating or praising; demonstrating how to use a musical instrument or assisting a technique in PE; to give first aid and in relation to health and safety).

7.5 What happens if your child needs urgent medical attention

If your child requires urgent medical attention while under the School's care, we will if practicable 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)).

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7.6 Our right to make changes at the School

Our prospectus describes the broad principles on which the School is presently run. From time to time, however, it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises).

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 Section 4 above.

7.7 Religious observance

Religious observance at the School shall be conducted in accordance with School Policy and ethos. This will include pupils' participation in Assemblies, services and RE lessons. We respect the right of parents to ensure such education and teaching is in conformity with their own religious and philosophical convictions.

7.8 Monitoring your child's progress at the School

We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress including where specific educational needs may be, in our opinion, required, but:

- (i) We do not undertake to diagnose dyslexia or other conditions.
- (ii) A formal assessment can be arranged either by you or by the School at your expense. We will help you and assist in this arrangement where requested.
- (iii) 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 needs.

8.0 The Parents' Obligations

8.1 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. Your co-operation entails:

- (i) maintaining a constructive relationship with School staff (including 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;

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- (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;

8.2 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 as part of the registration process. 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 provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same (e.g. Educational Psychologist and Occupational Therapist reports).

8.3 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 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).

8.4 Notification 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.

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).

8.5 We require you to nominate a 'responsible adult'

It is also a condition of your child's joining the School that, where required (such requirement being made known to you by the School prior to your child joining the School), you inform the School of any absences you may undertake and require you to nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the School is not able to contact you.

8.6 We are entitled to expect that parents have consulted with each other regarding decisions relating to their 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

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you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 4.1 (ii) above, 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.

8.7 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.

8.8 Parents must notify us if they will be absent for a period of time.

We require at least one 'responsible adult' to be contactable in the United Kingdom at any time during your child's time at the School. When both parents will be absent, during a school day, from the UK then you must inform the school, in advance, 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.

8.9 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 Airthrie's Complaints Procedure. A copy of the most up-to-date Complaints Procedure is on the School's website (and is otherwise available from the School at any time upon request).

9.0 Insurance

You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

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

PLEASE READ THIS NEXT SECTION CAREFULLY

It is appropriate for us to seek a parental consent for although data protection and privacy rights belong to the individual, the law considers that children (of average maturity) will, before the age of around 12, have insufficient awareness of their own privacy to make decisions relating to their personal data themselves.

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

10.1 We may provide 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

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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 or her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you suffer, 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.

10.2 We will need to use information relating to your child and to you 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 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;
- (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 the School's social media channels.

10.3 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 where necessary) when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School;
- (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.

10.4 We will send information (e.g. 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 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 or the General Data Protection Regulation 2016 (as amended or superseded)).

10.5 Data Protection Law

The School will process personal data about you and your child in accordance with the Data Protection Act 1998 and the General Data Protection Regulation 2016 (as amended or superseded) and other related legislation. You consent to us processing such personal data:

- (i) as set out in this Clause 10, and in the School's 'Data Protection Policy' which is available on the School's website as may be amended from time to time;

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- (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.

10.6 Code of Practice for Schools

The School subscribes to the Independent Schools' Association Code of Practice for Schools. The five headteachers associations (ISA, IAPS, SoH, GSA and HMC) have agreed a Code of Practice for member schools to follow. In accordance with this Code of Conduct (Clause 10.6) you agree that information regarding unpaid fees may be passed onto the next school if your child transfers or otherwise leaves the School.

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.

14. Cancellation of this Contract

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).

14.1 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 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; or
- (ii) your child is permanently excluded from the School; or
- (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 Section 6 of this contract; or
- (iv) 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

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- your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not); or
- (v) you fail or refuse to complete and submit to the School a medical questionnaire as part of the registration process in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
 - (vi) you (or either of you):
 - a. are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
 - b. are otherwise unable to pay your debts as they fall due;
 - c. are the subject of a bankruptcy petition or order; or
 - d. you enter into an individual voluntary arrangement; or
 - (vii) you otherwise do not comply with (i.e. you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

14.2 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.

14.3 When this contract will end if not terminated early

For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or at the end of your child's schooling in Year 6, whichever is later.

14.4 Ending the contract will not affect any accrued rights

Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.

15.0 Events outside of our, or your, control:

15.1 What we mean by an "event outside of our/your control"

We mean any event beyond either your or our reasonable control including, by way of example 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".

15.2 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

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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 15.3, 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).

15.3 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.

15.4 What happens if your child is affected by an event outside of your control

Subject to Clause 3.6(iv), if your child is unable to attend (or is likely not to be 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 Parent 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) 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 write to the Head giving the reason(s) why your child can no longer attend school. You shall not be responsible for failing to perform your obligations during the continuance of the event and the Head will, in their absolute discretion, decide any request for refund/partial refund/waiver of your fee liabilities during the continuance of the event.

16. Communications between you and the School

16.1 Notices must be in writing

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

16.2 We will use the contact details held by the School to contact you

Communications (including notices) will be sent by the School to you at the address(es) shown in our records or using your other contact details included in our records. You must notify the School of any change of address(es) or other contact details.

16.3 How to provide written notice to the School

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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;
- (ii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
- (iii) The school reserves the right to accept such notices by email.

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 above 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.

17.0 The Law that applies to this contract and where legal proceedings may be brought:

17.1 The law that applies to this contract

The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.

17.2 Rights in relation to the enforcement of this contract

If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

18.0 Changes to these Terms and Conditions:

18.1 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.