



Portland Place School

56-58 Portland Street, London, W1B 1NJ

TEL: 020 7307 8700 FAX: 020 7436 2676 Email: admin@portland-place.co.uk

Terms and Conditions

1. Definitions

(a) In these terms and conditions:

'Acceptance Form' means the form provided by the School for parents to complete when accepting an offer of a place for the Child at the School.

'Child' means the child named on the Acceptance Form.

'Code of Conduct' means the document (from time to time) setting out the expected standards of behaviour for children at the School, a copy of the current version of which is sent to Parents with the offer of a place at the School and provided to the Child upon entry to the School (and is otherwise available upon request at any time).

'Deposit' means the sum set out in the Schedule of Fees as such, or that is however otherwise specified by the School from time to time.

'Fees' means all of the fees and charges set out in the Schedule of Fees (as amended from time to time) and, where not listed in the Schedule of Fees, includes the Deposit, tuition fee(s) as well as any Supplemental Charges payable by Parents where applicable.

'Head' means the person responsible for the day to day running of the School and includes any person to whom any duties of the Head have been delegated from time to time (and who may be otherwise known as the 'Principal' at the School).

'Health Questionnaire' means the health questionnaire and emergency contact form completed by Parents and returned to School prior to the Child's entry to the School and that may be updated from time to time.

'Parents' (or 'you'/your', as applicable) means each person who has signed the Acceptance Form and/or who has accepted responsibility with the School's written consent for the Child's attendance at the School.

'Schedule of Fees' means the published schedule of the School's prevailing Fees and other charges payable by Parents which is available at any time upon request.

'School' means Alpha Plus Group Ltd (company no. 00438111), trading as Portland Place School at 56-58 Portland Street, London, W1B 1NJ as now or in the future constituted (and any successor).

'School Rules' the rules and/or regulations of the School, a copy of the current version of which is provided to your Child on entry and sent to Parents with the letter offering a place at the School (if not before this point), and which otherwise shall be available upon request, as those rules and/or regulations may be amended from time to time (following notice to Parents of any such changes) for legal, safety or other substantive reasons or in order to assist the proper administration of the School.

'School's Complaints Policy' means the policy detailing the School's procedure for handling complaints from parents, as amended from time to time and available from the School at any time upon request.

'School's Policy on Exclusion' means the School's policy on the exclusion of children from the School as amended from

time to time and available from the School at any time upon request.

'Supplemental Charges' means the charges payable by Parents arising in respect of extras such as educational visits, trips, music lessons, extra tuition, equipment, clothing, photographs, other items ordered by the Child or Parents, other extra curricular activities and any additional charges for the special educational needs of the Child and damage where the Child alone or with others has caused willful loss or damage to School property or the property of any other person (fair wear and tear excluded) and any late payment charges incurred.

'Term' means a School term as notified to Parents from time to time.

'Term's Notice' means written notice given by all who have signed the Acceptance Form not later than the first day of the term preceding the Term to which the notice relates. A term's written notice should be addressed to and actually received by the Head. No other notice will suffice. Such notice must be hand delivered or sent by special or guaranteed delivery post to the School address.

(b) The Acceptance Form, the Schedule of Fees, the Code of Conduct, the School Rules, the School's Complaints Policy, the School's Policy on Exclusion and these terms and conditions (as may be amended from time to time) form the terms of a contract between the Parents and the School (the 'Agreement'). It is not intended that the terms of the Agreement shall be enforceable by the Child or by any third party.

2. Acceptance & Deposit

2.1 An offer of a place at the School for the Child is accepted once the School has received a duly completed Acceptance Form and received payment of the Deposit.

2.2 The Deposit is not refundable if the Child does not take up the place at the School (except where the School fills the vacancy created by the Child's withdrawal, in which case the School shall refund the Deposit less the School's costs in administering the dealings with the School about the withdrawal, or a reasonable estimate of those costs)¹. The Deposit is held by the School and 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 the Child's leaving.

2.3 The cancellation of a place which has been accepted can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of such loss is Fees for between one and five years. **Nonetheless, subject to clause 2.4 below, if you wish to withdraw your acceptance of a**

¹ You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to find a replacement



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place AFTER submitting the Acceptance Form and paying the Deposit but BEFORE your Child starts at the School you shall give notice to that effect prior to the first day of the Term immediately preceding the Term in which your Child was due to start, and if the notice is received by the School by such time the Deposit will be forfeited (subject to repayment under clause 2.2 above in the event that the resulting vacancy is filled by the School) and no further Fees will be payable. If, however, the notice of withdrawal is received by the School on or after that date (or if no notice is received at all), a Term's Fees shall be payable and shall become due and owing to the School as a debt. The Term's fees shall be charged at the rate applicable for the Term preceding the Term when your Child was due to start (less the amount of the Deposit held by the School).

2.4 If the offer of a place is made by the School during the Term immediately prior to the Term of entry you may cancel your acceptance of such offer by giving written notice to the Head at any time up to 28 days from the date the Acceptance Form was completed and returned to the School, in which case the Deposit will be forfeited (subject to repayment under clause 2.2 above in the event that the resulting vacancy is filled by the School) and no further Fees will be payable. If notice of cancellation is given after this date (or where no notice of cancellation is given at all) a Term's Fees shall be payable and shall become due and owing to the School as a debt. The Term's fees shall be charged at the rate applicable for the Term preceding the Term when your Child was due to start (less the amount of the Deposit held by the School).

2.5 The School may, at any time and with reasonable cause to ask, seek assurances and evidence that there are no outstanding fee liabilities relating to the Child at previously attended educational establishments. The Parents therefore consent to the School making such enquiries of the Child's previous school(s) for confirmation that all sums due and owing to such school(s) have been paid. The Parents hereby also consent to the School informing any other school or educational establishment to which the Child is to, or may, be transferred of any outstanding Fees.

2.6 Unless otherwise notified, the School is not a registered UKBA sponsor. Parents must inform the Head immediately if at any time the Child requires sponsorship from the School in order to obtain a visa to study at the School, which shall be subject to separate confirmation and/or agreement between the School and the Parents if the School is able to provide such sponsorship (which it may not be able to). If a Child is sponsored by the School for immigration purposes the Parents shall permit the School to take and retain copies of the Child's passport and visa. It shall be the Parents' responsibility at all times to ensure that their Child has the appropriate immigration permission to reside in the United Kingdom and to study at the School.

3. Payment of Fees

3.1 Each Parent (meaning, each person who has signed the Acceptance Form) is responsible for the payment of the whole of the Fees due and each Parent remains liable to the School for the whole of the Fees due, unless the School has expressly agreed in writing with the Parents to look to any other person for payment of the Fees, or any of them.

3.2 Except where a separate agreement has been made between the Parents and the School for the deferral of payment of Fees, each Term's Fees accrue separately and the Fees payable in respect of each Term will be included in an invoice sent to the Parents (or such other person(s) the School has agreed shall pay the Fees under clause 3.1 above) and shall fall due on the first day of the Term to which they relate. The Fees must be paid in full either by cheque or by direct bank transfer and, if one or more items on any invoice is under query, the balance of the bill must be paid in full in any event. Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Cheques and other instruments delivered after the first day of the Term to which they relate will be presented immediately and will not be considered as payment until cleared.

3.3 Unless expressly agreed otherwise in writing by the Head, an agreement with any other person to pay any Fees or other charges will not release the Parents (or any of them) from their obligations under this Agreement and their liability to pay the whole of the Fees due. The School reserves the right to refuse a payment from a third party.

3.4 Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees (or any part of them) which are unpaid following the due date for payment. The rate of interest charged will be 3% per annum which, unless otherwise notified to the Parents, shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, and which must be paid, if applied, together with the overdue amount. If Fees have been paid in part, interest charges may be applied to the unpaid balance.

3.5 The Parents agree that a payment made in respect of the Child may be appropriated by the School to the unpaid account of any other child of those Parents attending the School or any other school owned by the Alpha Plus Group Ltd.

3.6 The Fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Whilst changes usually take effect at the start of the autumn Term (and the beginning of the academic year) the School reserves the right to review Fees and introduce changes at other times if deemed necessary. **If less than a Term's Notice is given by the School of a Fee increase, notice of withdrawal of the Child given within 21 days after the date of the notice of the increase will not incur a Term's Fees in lieu of notice and the Deposit will**



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be refunded without interest (or applied to any outstanding Fees owed to the School).

3.7 Fees will not normally be refunded or waived for absence through ill health, exclusion or otherwise; or if a Term is shortened or a vacation extended; or if the School is temporarily closed due to adverse weather conditions or other such cause or event outside of the School's reasonable control; or if the Child is released home before or after public examinations or otherwise before the normal end of term; or for any cause, other than exceptionally and at the sole discretion of the Head in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this Agreement to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other parents.

3.8 The School reserves the right, on 3 days' written notice, to withhold any references and/or exclude the Child from School whilst Fees (or any part of them) remain overdue. You consent to the School informing any other school or educational establishment to which the Child may be sent or transferred to of any outstanding Fees. **Please refer to clause 7 below for provisions regarding deemed withdrawal for non-or late payment of Fees.**

3.9 An agreement by the School to accept payment of current and/or past and/or future Fees by instalments is concessionary and will be subject to separate agreement/s between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

3.10 Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Child's part and to the Parents treating the School and its staff reasonably. The terms on which such awards are offered and accepted are notified to Parents at the time of offer (and are otherwise available upon request) and the Parents must ensure that they and their Child comply with such terms as a condition of any such scholarship, exhibition, bursary or other award. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed.

3.11 For the purposes of money laundering and other legal requirements from time to time, in some circumstances the School will need to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying the Fees and the Parents hereby agree to comply with any such request made by the School.

4. Behaviour and Discipline

4.1 The Code of Conduct sets out the expected standards of behaviour for children at School and Parents are requested to

read the Code of Conduct with the Child prior to the Child entering the School (and from time to time thereafter).

4.2 Parents undertake to ensure that the Child attends each School day and that the Child conforms to such rules and regulations relating to (amongst other things) appearance, the wearing of uniform, behaviour and punctuality as are issued by the School from time to time.

4.3 The Head (and other members of staff on the Head's behalf) is/are entitled to take all reasonable disciplinary or preventative action necessary to protect the interests of the Child or other children at the School, to protect the well-being of School and its staff and to safeguard the interests of the School community as a whole. The School's disciplinary policy which is current at the time applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.

4.4 Parents acknowledge that the Head is entitled to exercise a wide discretion in relation to School policies, rules and regulations and the Head will exercise those discretions in a reasonable and lawful manner.

4.5 A complaint or rumour of misconduct will be investigated. The Child may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Child's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Child may face formal disciplinary action, and also to make arrangements for the Child to be accompanied and assisted by a parent, education guardian or a teacher of the Child's choice.

4.6 Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Child shall be carried out in a fair and unbiased manner and in accordance with the School's Complaints Policy. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of a parent or an education guardian, the Child will be assisted by an adult (usually a teacher) of his/her choice.

4.7 Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

4.8 The Child may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the Child's permanent medical record.

4.9 The Head may require Parents to remove the Child from School if he/she considers that the Child's attendance, progress or behaviour (both in and outside the School) is seriously unsatisfactory and in the reasonable opinion of the Head the



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removal of the Child from the School is in the School's best interests or those of the Child or the other children attending the School.

4.10 The Head may require Parents to remove or may suspend or expel the Child from School if the Head considers the behaviour of a Parent to be unreasonable and/or likely to adversely affect the progress of the Child or any other children at the School or the well-being of School staff or to bring the School into disrepute.

4.11 Further information regarding some offences likely to result in exclusion are set out in the School's Policy on Exclusion; however these examples are not exhaustive and the Head retains the right to suspend or expel the Child for a lesser offence where there has been previous misbehaviour. In making a determination all aspects of the Child's record at School may be taken into account.

4.12 The procedure for the review of serious disciplinary matters is set out in the School's Policy on Exclusion.

4.13 The exclusion or removal of the Child from School will not give rise to any refund of Fees for the current or past Terms and, save any contrary provisions in any other agreement between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable. However, in such circumstances a Term's Fees in lieu of notice will not be payable and any pre-paid Fees will be refunded.

4.14 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 the School Rules or other policies of the School relating to the use of email and the internet.

5. Educational Matters and Welfare

5.1 Subject to the provisions of this Agreement and while the Child remains a pupil of the School, the School undertakes to exercise reasonable skill and care in promoting the education and welfare of the Child throughout the period of the Child's attendance at the School to the standard required by law. The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Child's welfare.

5.2 The School's obligations in clause 5.1 apply during School hours and at other times when the Child is permitted to be on School premises or is participating in activities organised by the School. The School cannot accept responsibility for the Child at any other time.

5.3 Parents undertake to co-operate with the School in order that the School can fulfill its responsibilities set out in this Agreement (including the provision of education, and further including where, in appropriate circumstances (for example when the School has to close due to an event beyond the School's reasonable control, such as adverse weather or outbreak of pandemic or epidemic of any disease), the provision of education remotely) and in particular Parents

should encourage the Child in his/her studies and provide the requisite level of support at home.

5.4 Parents undertake to maintain a courteous and constructive relationship with School staff, attend School meetings where appropriate and generally keep in touch with School where it is in the interests of the Child to do so.

5.5 Parents consent to such physical contact as may be appropriate and proper in the course of teaching and instruction and for the maintenance of good order, the protection or safety of any child and for providing comfort to the Child in distress.

5.6 Unless the School is advised otherwise, Parents consent to the Child participating in contact sports and in other normal sports and activities which may entail some risk of physical injury.

5.7 Parents undertake to inform the School of any situations where special arrangements of any type, nature or descriptions may be needed in relation to the Child. The Parents must, for example, notify the Head in writing immediately of any court orders or situations of risk in relation to the Child for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Child or any other member of the School community.

5.8 The Head must be notified by a Parent or their authorised representative before School starts of any reason for the Child's absence from School. Wherever possible Parents should give the Head prior notification of the Child's absence from School. Non-sickness permission for absence must be sought in advance in writing from the Head

5.9 The School will monitor the Child's progress and produce regular written School reports. The School will advise Parents if there are any concerns about the Child's progress.

5.10 The School does not undertake to diagnose dyslexia or other specific conditions; however a formal assessment can be arranged either by Parents or the School at Parents' expense.

5.11 If in the reasonable opinion of the Head the School cannot provide adequately for the Child's special educational needs Parents may be asked to withdraw the Child from the School and will incur no liability for any Fees in lieu of notice.

5.12 Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Child; any history of a learning difficulty on the part of the Child or any member of his/her immediate family; or any disability, special educational need or any behavioural, emotional or family circumstances or court and/or social difficulty on the part of the Child; or order which might affect the Child's welfare or happiness; or any concerns about the Child's safety or any change in the financial circumstances of parent/s of a child awarded a bursary by the School.

5.13 We will do all that is reasonable to ensure that your Child remains in the care of the School during School hours but we cannot accept responsibility for the Child if they leave School premises in breach of School Rules and we are not legally



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entitled to do so in the case of a child aged 16 years or over.

5.14 When both Parents will be absent from the Child's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult(s) who will have the care of the Child.

5.15 The Parents consent to the Child travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

5.16 Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Child or Parents, or for loss of or damage to property.

5.17 Those who have parental responsibility (i.e. legal responsibility for the Child) are entitled to receive relevant information concerning the Child whether or not they are party to this Agreement unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the Child.

5.18 The Head may, after consultation with Parents and the Child, decline to enter the Child's name for a public examination if, in the exercise of professional judgement, the Head considers that by doing so the Child's prospects in other examinations would be impaired and/or if the Child has not prepared for the examination with sufficient diligence, for example, because the Child has not worked or revised in accordance with advice or instruction from the School's staff.

5.19 Parents must notify the Head in writing as soon as possible and without any undue delay if they at any time are or become aware or suspect that the Child (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. Parents will be asked to withdraw the Child, without being charged any Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Child (where appropriate), the School cannot provide adequately for the Child's special educational needs. The School reserves the right to charge (as a Supplemental Charge) any additional teaching provided as an extra.

5.20 It is assumed that each child who satisfies the relevant criteria at the time will progress through the School and will ultimately complete his or her final year. Parents will be consulted before the end of the spring Term if there appears to be any reason why the Child may be refused a place at the next stage of the School. Parents must give no less than a Term's Notice (i.e. before the start of the summer Term) in accordance with the provisions about notice (in clause 7) if you do not intend your Child to proceed to the next stage of the School, or a Term's Fees in lieu of notice will be payable.

5.21 The School reserves all rights and interest in any copyright, design right, registered design, patent or trade mark ("intellectual property") arising as a result of the actions or

work of the Child in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Child's role in the creation/development of intellectual property.

5.22 Copyright in the Child's original work, such as classroom work, prep or homework, projects, internal examination scripts, practical work and computer generated material, belongs to the Child. Most of such work (but not examination scripts) will be returned to the Child when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Child, to the School retaining such work on School premises until, in the School's professional judgement, it is appropriate to release the work to the Child. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Child's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Child by factors outside the direct control of the Head and staff.

5.23 A variety of educational visits may be provided for your Child while a pupil at the School. The cost of some educational visits may be charged as extra Supplemental Charge and invoiced accordingly. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents and the cost of the trip will be payable in advance. The Child is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Child's safety and welfare, or to respond to breaches of discipline, will be invoiced to you as a Supplemental Charge.

6. Health Matters

6.1 It is a condition of your Child's joining the School that you complete and submit to the School the Health Questionnaire. At any point after submitting the Health Questionnaire, Parents undertake to inform the School of any health or medical condition, disability or allergy (or any change in the same) which the Child has or at any time develops, whether long or short term and including any infections.

6.2 If the Child requires urgent medical attention whilst in the care of the School the School will if practicable obtain Parents' prior consent to any proposed treatment. However, if the School is unable to obtain such consent, or the Parents cannot be contacted in time, then Parents authorise the Head to consent on their behalf to any urgent medical treatment (including blood transfusions within the United Kingdom, anaesthetic or operation) recommended by a doctor.

6.3 The Head may at any time require a medical opinion or certificate as to the Child's general health where the Head considers that necessary as a matter of professional judgement in the interests of the child and/or the School. A Child of



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sufficient age and maturity is entitled to insist on confidentiality which can nonetheless be overridden in the Child's own interests or where necessary for the protection of other members of the School community.

6.4 Throughout the Child's time as a member of the School, the Head shall have the right to disclose confidential information about the Child if it is considered to be in the Child's own interests or necessary for the protection of other members of the School community. You consent to the Head reserving and exercising such right. Such information will be given and received on a confidential basis.

7. Notice Provisions

7.1 Any notice withdrawing the Child from School must be in writing and addressed to the Head. No other notice will suffice. **Notices must be hand delivered or sent by special or guaranteed delivery post to the School address. 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) by withdrawing your Child or by your Child ceasing to participate in an activity part-way through a Term.**

7.2 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. Where a Term's Notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the Term which would have been the final Term of provision if a Term's Notice had been given. The charge of a Term's Fees in lieu of notice represents a genuine pre-estimate of the School's loss in these circumstances (and sometimes the actual loss to the School will be much greater). This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.

7.3 If Parents wish to withdraw the Child from any activity for which Supplemental Charges apply a Term's Notice in writing will be required or a full Term's Supplemental Charges for that activity will be payable in lieu of notice.

7.4 A Child who has been excluded at any time when Fees are unpaid will be deemed withdrawn without notice 28 days after exclusion and in such circumstance a Term's Fees in lieu of notice will be due as a debt on such date of deemed withdrawal, at such rate as would have been charged for the Term in which the Child was excluded.

7.5 Provisional notice is valid only for the Term in which it is given and expires at the end of that Term.

7.6 A Child's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.

7.7 It is expected that Parents will in every case consult personally with the Head or with the Head's authorised deputy before notice of withdrawal is given by the Parents.

7.8 The School may cancel this Agreement on one Term's written notice sent by ordinary post or on less than one Term's notice in a case involving expulsion or removal. The School shall not cancel the Agreement without good cause and full consultation with Parents and also the Child (if of sufficient maturity and understanding). The Deposit would be refunded without interest less any outstanding balance of the account.

8. Complaints Policy

8.1 If Parents have any concerns as to a matter of safety, care, discipline or progress of the Child they should inform the School without delay.

8.2 Any complaints should be made in accordance with the School's Complaints Policy which can be supplied on request, and any such complaints will be handled in accordance with such policy.

9. Insurance

The School is not responsible for the security of the Child's personal property at School and Parents may wish to arrange insurance cover for any such property.

10. Disclosure of Information and Confidentiality

10.1 From time to time the School may be required to supply references to other educational establishments and Parents hereby consent to the School supplying all requisite information. The School undertakes to use all reasonable skill and care in ensuring that all information supplied is accurate and that any opinions given about the Child's ability, aptitude for certain courses and character are fair. The School accepts no liability for any alleged losses suffered by Parents and/or the Child as a result of any such references.

10.2 Parents consent to the School making use of information relating to the Child whilst attending School and after leaving School for reasons connected to the ongoing management of the School.

10.3 It is the School's general practice to include some photographs and images (still and moving) of pupils in the School prospectus, website and newsletters. Parents may withdraw their consent to the use of the Child's photograph or image appearing in any such promotional material by writing to the Head and requesting an acknowledgement of their letter.

10.4 The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Child's rights of confidentiality, and to impart confidential information where necessary to safeguard or promote the Child's welfare or to avert a perceived risk of serious harm to the Child or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Child may have. The School reserves the right to monitor the Child's e-mail communications and internet use.

10.5 By signing the Acceptance Form and agreeing to be bound by these terms and conditions the Parents on behalf of themselves, and so far as they are able on behalf of the Child,



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authorise the School to process personal information of both the Parents and the Child including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School.

11. Change

11.1 The School reserves the right to transfer the undertaking of the School to a third party and /or amalgamate the School with any other educational establishment and/or to undertake any other corporate reorganisation and to transfer the benefit (ie, its rights) and burden (ie, its obligations) of this Agreement in connection with any such change.

11.2 From time to time it may be necessary to make changes to certain aspects of the School such as changes to facilities, premises, staff, curriculum, size and composition of classes, school rules, regulations and policies.

11.3 It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that parents will be consulted and where possible given at least a Term's notice of a change of policy, change in any physical aspect of the School which would have a significant effect on the Child's education or pastoral care, or a change of ownership. For example, notice would be given to remove a subject from the curriculum.

12. Communications

12.1 With the exception of communication regarding cancellation, withdrawal and notice of withdrawal, or unless advised otherwise, the School will be entitled to treat any communication received from or sent to any person with parental responsibility (or who has otherwise signed the Acceptance Form) as having been given on behalf of, or received on behalf of or sent to, all such persons.

12.2 All notices required to be given under this Agreement must be given in writing, addressed to the Head and sent to the School's address as set out in clause 1 of these terms and conditions.

12.3 Any written communication to Parents will be sent by the School to the address held on School records and Parents are responsible for notifying the School of any change of address of any Parents' details.

13. Liability

13.1 The School does not accept liability for accidental injury or other loss caused to the Child or Parents or for loss or damage to property unless such injury loss or damage is due to the negligence of the School.

13.2 An event beyond the reasonable control of the parties to this Agreement is referred to below as a 'Force Majeure Event' and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

13.3 If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure event continues.

13.4 If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 13.3 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

13.5 If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 13.3 may terminate this Agreement by providing at least 3 working days' notice in writing to the other party.

14. Third Party Rights

Only the School and the Parents are parties to this Agreement. Neither the Child, nor any third party, is a party to it. The acts and omissions of Parents are binding on the Child and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Child and vice versa.

15. 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 Parents notice of any such modifications prior to the end of the penultimate Term before the modifications are to take effect.

16. Interpretation

This Agreement supersedes the terms and conditions previously in force and will be construed as a whole. Headings are for ease of understanding only and do not form part of this Agreement. Examples given in these terms and conditions are by way of illustration only and are not exhaustive. If at any time any part of this Agreement is or becomes invalid, illegal or unenforceable for any reason whatsoever, that part shall be treated as severable and the remainder of this Agreement shall not be affected in any way.

17. Legal Contract

17.1 The School prospectus and website describe the broad principles on which the School is presently run and whilst they were believed to be correct at the time of publication they are not part of any legally binding agreement between Parents and the School.

17.2 If Parents have a concern about any issue highlighted in either the prospectus or the website they should seek clarification of the matter from the Head in writing prior to entering into this Agreement.

17.3 Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms that may appear one-sided. If any words above or in combination, infringe the *Unfair Terms in Consumer*



Portland Place School

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Terms and Conditions

Contracts Regulations 1999 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

18. Jurisdiction and Governing Law

This Agreement is governed by and construed in all respect exclusively in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Data Protection Information Notes

1. The School holds information about you and your child including exam results, parent and guardian contact details and financial information and details of medical conditions. This information is kept electronically on the School's information management system or manually in indexed filing systems.
2. These notes refer to the "processing" of information. "Processing" is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.
3. The School processes information about you and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and /or the School processing financial information obtained from you or from third parties such as credit reference agencies.
4. The School may process different types of information about your child for the purposes set out above. That information may include:
 - Medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child.
 - Personal details such as home address, date of birth and next of kin.
 - Information concerning your child's performance at School, including discipline record, School reports and examination reports.
 - Financial information including information about the payment of fees at this School or any other School.

5. Where, in the professional opinion of the Head it is deemed necessary we may share information with certain third parties.

6. If the School enters into a separate arrangement for the payment of fees, we may, in order to verify your identity and so that we can assess your application for credit, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about you. Failure to supply information may result in a refusal of credit.