



Founded 1125

Reading School Guide to Boarding Terms and Conditions

- Our terms and conditions set out how we provide boarding facilities for your child at Reading School.
- We are an academy trust regulated by the Department for Education and a state boarding school. As a state boarding school, we are not permitted to charge for your child's education, just for the boarding element and any additional fees incurred. (It is a requirement for academies and free schools to charge for boarding provision on a full cost recovery basis and must apply a Rate of Return (RoR) of 8% on boarding charges.)
- These terms and conditions set out how you can withdraw your child from the School, including our notice requirements (which must be in writing).
- Cancellation of a place which has been accepted can cause us to suffer losses, especially if it occurs after other families have taken decisions about their child's schooling as this means that we are less likely to fill the place. The terms and conditions set out how we deal with your deposit and what fee is payable by you on withdrawing your child.
- You accept an offer of a place by submitting the completed Acceptance Form and paying the deposit to us by the date set out in our offer letter. Each person who signs the offer letter is responsible jointly and severally for our fees including any additional charges (such as any non-mandatory extra-curricular activities, such as private music lessons, trips and/or any activity, in which you agree in advance your child may participate in) unless we agree otherwise in writing.
- Fees are generally increased on an annual basis. We will inform you of any increase in fees in accordance with the procedure set out terms and conditions.
- If fees are unpaid we can withdraw your child from the School roll and/or charge you interest on late payment. If your child is removed from the school roll, then they will also be removed from the boarding facility (within Regulation 8(1) of The Education (Pupil Registration) (England) (Amendment) Regulations 2006 (as amended) it is stated that where a pupil of compulsory school age is a boarder at a maintained school or an Academy, the pupil's name shall be deleted from the admission register where payment of the boarding charges by the pupil's parents remains outstanding at the end of the term to which those charges relate.)

- Fees will not normally be reduced or refunded as a result of absence due to illness or other type of absence from School including as a result of conduct issues and/or for reasons properly required by School or by you a competent authority or otherwise.
- The School may make a decision pursuant to the Pupil Registration Regulations 2006 as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form and boarding conditional upon the results of such examinations and/or other attainment assessment criteria. If the School decides to not permit your child to enter sixth form, the contract will come to an end.
- These terms and conditions set out our obligations to you and your obligations to us including how we deal with issues such as you and your child's conduct, pastoral and health matters.
- This guide does not form part of our terms and conditions and is for information and guidance purposes only.
- We advise that you read the terms carefully and to speak to us should you need to have any terms clarified. Equally, if you think there is a mistake in the terms and conditions, then we would advise you to speak to us at the earliest opportunity.
- The best way to contact is to email the Headteacher in the first instance at headspa@reading-school.co.uk

Reading School

Boarding Terms and Conditions

1. ***About Reading School***

- We are an academy trust and a state boarding school.
- We are regulated under our funding agreement with the Department for Education.
- As a state boarding school, we are not permitted to charge for your child's education, just for the boarding element and any additional fees incurred as described in these terms and conditions.
- We are a company limited by guarantee registered in England and Wales.
- Our company registration number is **07475515**.
- We are an exempt charity which means that we are not directly regulated by the Charity Commission. The Department for Education serves as our principal regulator.
- Our registered office is Reading School, Erleigh Road, Reading, Berkshire, RG1 5LW (as may be amended from time to time). You can access our registered office and company details at any time free of charge on the Companies House website.

2. ***Our contract with you and our right to make changes to the contract***

2.1 **Our terms and conditions**

Our contract with you comprises:

- **Acceptance Form**
- **Schedule of Fees**
- **Code of Conduct**
- **These Terms and Conditions**

in each case may be varied from time to time

(together the "**Contract**")

2.2 **Changes to our terms and conditions**

Reading School, as any other school, is likely to undergo a number of changes during the time your child is a pupil of the School. Accordingly, 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 and to ensure compliance with legislation and regulation and/or statutory guidance. We will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

3. Accepting a place at Reading School

3.1 *How you accept an offer of a boarding place at Reading School*

You accept an offer of a place by submitting the completed Acceptance Form and paying the deposit to us by the date set out in our offer letter.

Where a boarding place has been offered to a pupil who lives with parents within the UK, or is MOD sponsored, a non-refundable deposit of £1,000 will be payable at the time of acceptance. This deposit will be set against the invoice for the last term's fees.

Where a boarding place has been offered to a pupil whose main residence is with parents living outside of the UK, a non-refundable deposit of one term's fees will be required at the time of acceptance. This will be set against the invoice for the last term's fees. It is important to note that Guardianship should be organised by the parent for any student whose parents live outside of the UK.

Before accepting the offer of a place at the School, you have an opportunity to see any of the documents referred to in these terms and conditions.

We advise that you should carefully read our policies prior to signing the Acceptance Form and entering into this contract with us. Our website contains a number of policies and procedures which can be viewed by you and printed copies are available on written request.

3.2 *Your Deposit*

Your deposit is **not refundable** if your child does not take up their place at the School.

The only exception to this is where notice is given in accordance with **Clause 4.1 (below)** of these terms and we fill the *specific vacancy created by your child's withdrawal*, in which case we shall refund the deposit to you less our administration costs (or a reasonable estimate of our administration costs) or if your child has been offered a place in the sixth form and they do not achieve the projected grades required for a place at the School, in which case the deposit will be refunded to you (we will need proof of the examination results in order to return your deposit).

Your deposit will form part of the restricted funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.

4. Withdrawing your Acceptance before your child joins the School

4.1 If you wish to withdraw your acceptance of a boarding place **BEFORE** your child starts at the School you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice. ¹

4.2 ***If we receive a term's notice from you of your decision to withdraw your child***

If you provide a term's notice, **you will lose your deposit** (subject to repayment if the specific vacancy created by your child's withdrawal is filled by the School) but no further fees will be payable by you.

¹ This means that if, for example, your child is due to start at the School in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding summer term (i.e., the final term of the previous academic year) or pay the fees in lieu referred to above. Cases of serious illness or genuine hardship may receive special consideration on written request.

4.3 **If we do not receive the required period of notice**

If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start the School (or if no notice is provided at all) **a term's fees will be payable by you and will become due and owing to us upon demand as a debt.** These fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start.

The School will credit the deposit you have paid (without interest or any entitlement to repayment) to the payment of the term's fees you will owe us.

5. School Fees, Additional Charges and how to make payment

5.1 ***Schedule of Fees***

As a state boarding school, we cannot charge for your child's education, only the boarding element and any Additional Charges. The **Schedule of Fees** set out what the fees pay for and cover:

1. the amount the School charges for the child to weekly board at the School; and
2. the amount the School charges for the Overhead Element

5.2 **What our fees do not cover: Additional Charges.**

The Schedule of Fees do not include any amount for items charged by us or by a third-party provider. We refer to these in these terms and conditions as "**Additional Charges**".

By way of example, any non-mandatory extra-curricular activities, such as trips, private music lessons, and/or any activity, in which you agree in advance your child may participate in.

We may refuse to allow your child to participate in the relevant extra-curricular activity while the applicable additional charge for that activity remains unpaid.

5.3 **Tax**

All fees and additional charges are exclusive of any taxes, which will be added, where applicable.

5.4 **Who is responsible for paying our fees**

Each person who has signed the Acceptance Form is liable for all of the fees and any Additional Charges due are paid to the School by the due date for payment.

You acknowledge that each person who signs the Acceptance Form has an individual responsibility to ensure that, the fees and additional charges owing to us or to a third party are paid.

This means that if fees or additional charges have not been paid then in order to recover the outstanding payments, we can seek payment of the full amount outstanding from any one of the people who has signed the Acceptance Form.

5.5 **How you can remove yourself from responsibility for paying the fees and Additional Charges**

A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's written notice but that person **must** obtain the prior written consent of **both** the School **and** all other persons who have signed the Acceptance Form before giving notice and provide evidence acceptable to the School that such consent has been given. Each of you will remain liable for all fees due unless and until we expressly agree in writing

with each of you that any person is released from their obligation to pay us. We may impose conditions on any such release including (but not exhaustively) that all arrears must be paid in full and/or that a person reasonably acceptable to us is substituted for the person to be released and that they sign an Acceptance Form and agree to be liable for the fees and additional charges henceforward.

5.6 **Our position if a third party pays the fees and Additional Charges**

An agreement with a third party (such as an employer, grandparent or step-parent without parental responsibility) to pay the fees and any additional charges or any other sum due to us does not release you from liability if the third-party defaults. We reserve the right to refuse a payment from a third party.

5.7 **How our fees are charged to you**

Each term's fees are charged separately and the fees payable in respect of each term are due for payment by you at the beginning of each term (September, January and April) of the relevant academic year.

- 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 these terms and conditions).
- Fees and Additional Charges must be paid in full without deduction or set-off.
- Fees must be paid by direct bank transfer by the first day of the respective term unless we agree alternative arrangements with you in writing
- We may agree with you that the fees and/or the additional charges can be paid in instalments. If we agree to do this, then the School and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid by direct debit in not more than ten (10) instalments (unless otherwise agreed in writing by the School) within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice). We will issue you a schedule of instalments relating to the fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's fees.

5.8 **Payment of Additional Charges**

All Additional Charges for each term will be included in the School's fees invoice but we reserve the right to charge for any Additional Charges separately.

All Additional Charges must be paid in full by direct bank transfer on or before the first day of the next term.

5.9 **Non-payment of fees: withdrawal from the School roll.**

Where fees remain unpaid at the end of the school term to which they relate we may remove your child from the School roll pursuant to The Education (Pupil Registration) (England) Regulations 2006, in which case your child will be unable to attend the School or the Boarding Facility.

5.10 **Interest on late payment**

If you do not make any payment by the due date for payment we may charge interest to you on the overdue amount at the **rate of 3%** a year above the base rate from time to time of the School's bank. This interest will 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, unless we agree otherwise in writing.

5.11 **Recovering our costs for collecting late or non-payments**

You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees from you (including reasonable legal costs, and it is a clause of this contract that it is recognised this may exceed such fixed costs as might otherwise be allowable by the courts if judgment was made in our favour).

5.12 **Changes to your fees**

We will review the fees (usually annually) and we may increase them.

5.13 **Notice of changes to your fees**

Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School.

5.14 **Your child's absence**

Save where there is a legal liability including liability under a court order or under the provisions of this contract to make a refund or reduction **fees** will not be refunded or waived if:

- your child is absent through illness; or
- a term is shortened or a vacation extended; or
- your child is released home before or after public examinations or otherwise before the normal end of a term; or
- the School is temporarily closed due to adverse weather conditions or as a result of the School providing educational services remotely for whatever reason; or
- for any reason other than, exceptionally and at the sole discretion of the Headteacher, in a case of genuine hardship.

5.15 **Money Laundering Requirements**

From time to time we may ask you to provide us for money laundering purposes with information, that we consider to be satisfactory, so that we can verify:

5.15.1 your identity;

5.15.2 your child's identity;

5.15.3 your child's right to enter, live and study at a state boarding school in England; and

5.15.4 the source of funds you are using and will use to pay the fees.

6. Notice Requirements

6.1 **The notice you must provide to us to withdraw your child**

If you wish to withdraw your child from the School (other than at the normal leaving date for children of compulsory school age as set out in the Education Act 1996), you must either give us a term's notice to that effect or 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.

6.2 **Your deposit if you withdraw after your child has started at the School**

The School will credit the deposit you have paid (without interest or any entitlement to repayment) to the payment of any such fees in lieu of notice. 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 on or before the first day of the preceding summer term (i.e., the final term of the preceding academic year) or pay the fees in lieu referred to above.

6.3 **Notice to change your child's place at the School to a day place**

If you wish to change your child's place at the School from a boarding to a day place, you are required to give one term's notice of withdrawal from boarding and thus the School, and then reapply for a day place under our non-routine application process.

Your child would then be tested along with any others who had made a non-routine application and ranked according to the non-routine oversubscription criteria.

Your child is not automatically guaranteed a day place if they withdraw as a boarder.

For sixth form, your child would be considered for a day place if he/she achieves the minimum grade requirement for entry in the sixth form and lives within the catchment area.

6.4 **When the relevant amount in lieu of notice must be paid**

In cases under 6.1 or 6.3 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.

Our financial affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due, or to obtain a refund of fees or Additional Charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

7. Pastoral Matters

7.1 **Compliance with the School Code of Conduct**

It is a condition of your Acceptance of a place at the School that your child complies with the Code of Conduct.

You must ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the Code of Conduct).

7.2 **Monitoring your child's email communications, internet use, and use of social media**

The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media.

We may do this for various reasons, including ensuring compliance with the Code of Conduct or where it is appropriate for us to do so (or indeed necessary) in connection with our legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7.3 **Confidentiality**

You authorise us to override your own and (so far as they are entitled to do so) your child's rights to confidentiality, and to impart confidential information on a "need to know" basis where necessary to safeguard or promote your child's welfare or to avert a perceived risk of serious harm to your child or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability your child may have.

8. Exclusion from School

8.1 **Headteacher's discretion to exclude your child from the School**

If the Headteacher considers that your child's conduct or behaviour (including behaviour or conduct outside school) is in breach of the School's behaviour policy, the Headteacher may in his or her discretion exclude your child from the School for a fixed period or, in serious or persistent cases and where allowing the pupil to remain in the School would seriously harm the education or welfare of the pupil or others in the School permanently exclude your child from the School.

8.2 **Examples of offences punishable by fixed period or permanent expulsion**

The Management of Student Behaviour Policy sets out examples of offences likely to be punishable by fixed period or permanent exclusion. You should note that these examples are not exhaustive and the Headteacher may decide that fixed period or permanent exclusion is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.

8.3 **What happens if your child is permanently excluded or removed by you from the School**

8.3.1 Should the Headteacher exercise his or her right to permanently exclude or **should you determine to remove your child voluntarily** you will not be entitled to any refund or remission of fees or additional charges due, whether paid or payable by you, in or relating to the term in which your child is permanently excluded and the deposit will be forfeited meaning that we will retain the deposit.

8.3.2 If your child is permanently excluded fees in lieu of notice will **not** be payable and any fees and/or additional charges that have been prepaid for or relating to any term **after** the permanent exclusion will be refunded to you.

8.4 **Impact of exclusion on this contract.**

This contract will terminate with immediate effect if your child is permanently excluded from the School.

8.5 **Your right to have decisions to exclude your child reviewed**

You are entitled to have any decision taken by the Headteacher to exclude your child reviewed in accordance with the statutory process on exclusions and as more particularly set out in the DfE statutory guidance².

² Exclusion from maintained schools, academies and pupil referral units in England Statutory guidance for those with legal responsibilities in relation to exclusion
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9. Our obligations to you

9.1 Your child's schooling including entry into sixth form

Subject to your compliance with these terms and conditions, we will accept your child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling and subject also to the next following paragraph.

The School shall not be obliged to permit your child to enter the School's sixth form and therefore to board at School unless the School is satisfied that it is appropriate to do so having regard to their academic attainments.

The School may make a decision pursuant to the Pupil Registration Regulations 2006 as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form and boarding conditional upon the results of such examinations and/or other attainment assessment criteria.

If the School decides not to permit your child to enter the School's sixth form, this contract will come to an end.

9.2 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 their education and welfare. We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances.

We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.

Your child, if of sufficient maturity and understanding, has certain legal rights which we must observe. These include the right to give or withhold consent in a variety of circumstances including in relation to the sharing of their personal data, certain rights to confidentiality and, usually, the right to have contact with both natural and / or adoptive parents. If a conflict of interest arises between parents and child, the rights of, and duties owed to your child will in most cases take precedence over the rights of, and duties owed to you.

9.3 Our School ethos

The ethos is to foster good relationships between pupils and between members of staff, parents and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to you and your child and we expect the same of you and your child in relation to the School and its staff.

9.4 Our responsibility if your child is off premises

We cannot accept any responsibility for the welfare of your child while off the School premises unless they are taking part in a school activity under the direct supervision of a member of School staff.

9.5 Transport

You consent to your 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 the School pupils in a vehicle of that type.

9.6 **Your child's personal property**

You are responsible for the security and safe use of all your child's personal property including money, mobile phones, locker keys, watches, computers, musical instruments and sports equipment, and for property on loan from the School.

9.7 **Consent to participation in contact sports and other similar activities**

You hereby give consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to your child in distress or to maintain safety and good order, or in connection with your child's health and welfare.

Unless you notify us to the contrary, we also consent to you participating in contact and non-contact sports and other normal sports and activities as part of the normal programme or extra-curricular programme. You acknowledge that the School will provide appropriate supervision, the risk of injury cannot be eliminated.

9.8 **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* try to contact you to obtain your prior consent.

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)).

9.9 **Health Matters**

You will be asked to complete a confidential information form concerning your child, and must immediately inform the Headteacher in writing if the Pupil subsequently develops any medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease. We take this seriously and we have to may terminate this contract where you fail or refuse to complete the confidential information form, provide misleading information, and/or withhold important information from us about you or your child that is relevant to their provision of education, welfare and/or pastoral care.

Throughout your child's time at the School, we shall have the right to disclose confidential information about your child if it is considered to be in your child's own interests or necessary for the protection of other members of our School community. Such information will be given and received on a confidential, "need to know" basis.

The Headteacher may at any time require a medical opinion or certificate as to your child's general health where the Headteacher considers it necessary as a matter of professional judgement in the interests of your child or the School community. Your child, if of sufficient age and maturity, is entitled to insist on confidentiality which can be in certain circumstances overridden in your child's own interests or where necessary for the protection of other members of our School community.

10. **Your obligations to us**

10.1 **Co-operation**

In order to fulfil our obligations to you under this contract we, the Headteacher and the School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.

10.2 **You must notify us in writing of your child's health/medical conditions or special educational needs or of anything at home which may affect their welfare needs in any way.**

You must inform us of any health or medical condition, special educational need(s), disability or allergies 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.

If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract.

10.3 **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 may be required to keep your child at home and not permit them to return to the School until such time as the health risk has passed. Where it is considered appropriate, 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 in accordance with the School's Remote Learning policy then applicable).

10.4 **You must notify us of any special arrangements needed for your child**

You must inform the School of any situations where special arrangements may be needed for your child, including for their welfare.

10.5 **You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child**

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.

10.6 **We require you to nominate a 'responsible adult' for us to contact in your absence**

Where we notify you that this is a requirement, it is a condition of your child's joining and remaining at the School that you complete and submit to the School a parental absence form for your child. Amongst other things this form will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child including where the School is not able to contact you.

10.7 **We are entitled to expect that parents have consulted with each other regarding decisions relating to your child**

You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, we are entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, you (and each of you) accept that the School is entitled to treat:

10.7.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of

both of you³; and

10.7.2 any communication from the School to one of you as having been given to both of you.

10.8 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 have signed such notice).

10.9 You must notify us of your child's absence

The School must be informed as soon as possible in writing of any reason for your child's absence. You can do this by contacting attendance@reading-school.co.uk.

10.10 Raising concerns with the School and making formal complaints.

If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay.

Complaints should be made in accordance with the Complaints Procedure.

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

11. 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.

12. How we may use Personal Information

12.1 Changes to information held, or in circumstances relating to, you and/or your child

You must:

12.1.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and

12.1.2 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 you or your child that has previously been notified to the School, including relevant contact details.

12.2 Data Protection

The School will process personal data about you and your child in accordance with the General Data Protection Regulation, Data Protection Act 2018 (as each is amended or superseded), and other related legislation. We will process such personal data:

12.2.1 as set out in this clause and in the School's 'Privacy Notice' which is available on the School's website (as may be amended from time to time);

³ If the school is somehow on notice that the parents are in serious conflict or that there may be child protection or similar issues, then extreme care should be taken before relying on the entitlement to accept a unilateral instruction from one parent; and it may be wise to check the other parent's position and/or seek legal advice.

12.2.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

12.2.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

13. Changes in Ownership of the School including merger with another academy trust

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/merger of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you 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/merger.

14. Terminating this Contract

14.1 Our rights to terminate this contract.

In addition to the School's right to terminate under **Clause 8**, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

14.1.1 Fees remain unpaid;

14.1.2 If your child is removed from School under The Education (Pupil Registration) England Regulations 2006;

14.1.3 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 boarding facilities to your child by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom at a state school;

14.1.4 you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a Pupil Leave of Absence form;

14.1.5 you (or either of you);

- (a) are unable, following our request, to demonstrate that you will be able to pay the charges 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;
- (d) enter into an individual voluntary arrangement; or
- (e) 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 Boarding Facilities it needs to in satisfaction of its obligations under this Contract.

14.2 **Your rights to terminate this contract**

You may end this contract at any time by notice in writing to the School if:

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

14.2.2 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason in relation to Boarding.

14.3 **When this contract will automatically end**

For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling at the end of Year 11. This will be at the end of Year 11 if your child does not meet any requirements imposed by the School for entry to the sixth form.

14.4 **Your rights when the contract terminates**

Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices. After this contract ends, you and we will keep any rights we have under general law.

15. Events outside of our, or your, control
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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, 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 our performance of any of our obligations under this contract, we shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the Event.

Provided we have acted reasonably to prevent and/or minimise the effect of the Event, we will not be responsible for not performing our obligations which are prevented or delayed by, and during the continuance of, the Event.

To the extent reasonably practicable in the circumstances we shall try during the continuance of the Event to continue to provide the Boarding Operations.

Subject to **Clause 15.3**:

- in the event that we cannot provide Boarding Operations from time to time due to circumstances beyond the reasonable control of the School the fees for each term thus affected will continue to be payable in full for 6 Weeks thereafter (the Initial Period)
- if the situation continues thereafter the term's fees will be prorated so that for the number of days following the Initial Period for which the Boarding Facility remains closed only the Overhead Element of the fees will be payable.

- In the event the Boarding Facility cannot provide Boarding Operations as at the first day of any term the amount of fees invoiced will be decided by the School (acting reasonably) to include only the Overhead Element for a period for which the School expects the Boarding Facility to remain closed.
- Sums paid in excess will be credited against arrears and then against future terms' fees unless the term in question was the child's last term at School (notice having been given in accordance with clause 6 above) in which case the sum in excess will be returned to the payer less deductions for all arrears and debts.
- For the avoidance of doubt this clause will apply to any Covid-19 related closure.

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 terminate or 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**

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 us notice in writing of such circumstances and the following provisions shall apply:

- 15.4.1 in consultation and co-operation with us you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances and resume the performance of the obligations as soon as reasonably possible;
- 15.4.2 in circumstances where, following the efforts made and steps taken under 16.4.1 above, your child is not able to participate and benefit from any level of provision of boarding services at the School 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
- 15.4.3 if the event continues to prevent your child from attending the School or being able to participate and benefit from any level boarding provision at the School for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

<p>16. Communications between us</p>

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.

It is your responsibility notify the School in writing of any change of address(es) or other contact details.

16.3 **How to provide written notice to the School.**

Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Headteacher and either:

16.3.1 sent by email to the School using this email address: headsqa@reading-school.co.uk;

16.3.2 delivered by hand to the School;

16.3.3 sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or

16.3.4 otherwise sent to the School's address by first or second class post.

16.3.5

In light of the importance under this contract of serving certain notices on or before a particular we recommend that if you provide notice you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and within 10 working days (during a school holiday period) after sending the notice.

17. **Governing Law and the court's jurisdiction and our rights to enforce this contract**

17.1 **Governing law and jurisdiction**

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 **Our rights to enforce the 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.

The terms of this contract are not enforceable by your child or by any third party.

18. **Terminology /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. Accordingly, defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them as set out below.

"Acceptance Form"

means the form provided by the School for parents to complete when accepting a boarding place for their child at the School.

"Additional Fees" as described in these terms and conditions

"Boarding Facility"

means the buildings chattels equipment installations fixtures fittings systems operative parts contractual commitments including staff and all manner of things without restriction which from time to time the School may designate as being the things required by them to enable the School to provide Boarding Operations whether or not

the Boarding Operation is open for use.

“Boarding Operations”

means the carrying on of the provision of the arrangements by which pupils live in the Boarding Facility weekly during term time.

"child"

means a child of whatever age admitted by the School to be educated, and includes any pupil aged 18 or over.

"Complaints Procedure"

means the School's procedure for handling complaints, as amended from time to time (for legal or other substantive reasons only). It is not intended to 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.

"contract"

has the meaning given in clause 2.

"deposit"

means the deposit amount set out in the Acceptance Form.

"fees"

means the termly fees for the boarding provision at the School set out in the **Schedule of Fees**.

"Headteacher"

means the person appointed by the trustees of the School 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 note of the School's current fees notified to you from time to time and a copy of which remains available on the School's website;

"Code of Conduct"

means the body of rules of the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy is provided to each child on entry and is sent to parents with the Acceptance Form.

“Overhead Element”

means the portion of the fee income that covers the fixed cost element of running the boarding provision, for example; utilities; boarding staff salaries; contractual maintenance and insurance.

"term"

means a term of the School as notified to parents from time to time.

"a term's notice"

means **written** notice given not later than the first day of the term *before* the term to which the notice relates⁴;

"terms and conditions"

means these terms and conditions as may be amended from time to time;

"we" or the "School"

means Reading School (Company No: **07475515**);

"weekly board"

means term time boarding during the school week from Sunday evening to and including Friday at 6pm or Saturday at 10am if your child is involved in Boarding Open Mornings or Sports Fixtures.

"you" or the "parents"

means each person who has signed the Acceptance Form as a holder of parental responsibility for the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form.