

## TERMS AND CONDITIONS OF ACCEPTANCE OF A PLACE

### 1. DEFINITIONS

In these Terms and Conditions the following expressions have the following meaning:

**Acceptance Form:** the form F7 or online offer acceptance form.

**Additional Charges:** items not included in the Fees.

**Bursary Declaration:** the supplemental terms and conditions relating to a bursary award.

**Contract:** the Acceptance Form, the Fees List, the Pre-Paid Fees Scheme (as applicable), any Bursary Declaration (as applicable), any Early Years Funded Entitlement Addendum (as applicable) and these Terms and Conditions.

**Deposit:** the sum payable on account in accordance with Clause 3.

**Early Years Funded Entitlement Addendum:** the supplemental terms and conditions relating to nursery placements and children eligible for early years funding schemes.

**Fees:** the Trust's published fees for the School which may include any extras, lunch charges, public examination fees, and administration charges.

**Fees List:** the schedule of the School's prevailing Fees as published from time to time on the School's website.

**Fees in Lieu of Notice:** the full Fees for a Term (see 8(b)) excluding any discount.

**Fixed Period Exclusion:** exclusion from the School for any period fixed by the Head and confirmed in writing.

**Head:** the Head Teacher/Principal of the School (or person acting as Head Teacher).

**Parent:** one or more of the signatories to the Acceptance Form who have parental responsibility for the Pupil.

**Payer:** if not a Parent the signatory or signatories to the direct debit mandate and/or person(s) named in section D of the form F7, or the persons identified as the bill payer(s) on the online offer acceptance form.

**Permanent Exclusion:** removal from the School roll.

**Pre-Paid Fees Scheme:** the supplemental terms and conditions relating to the Trust's fees in advance scheme.

**Pupil:** the person described in section A of the F7 or described on the online offer acceptance form.

**School:** means the Trust, or its duly authorised representative, as the context requires and which owns and operates the educational institution referred to in the Acceptance Form.

**School Rules:** means the body of rules and policies of the School which set out our expectations concerning the attendance, conduct and behaviour of our pupils and parents as may be amended from time to time.

**Term:** an academic term of the School.

**Trust:** means The Girls' Day School Trust, 10 Bressenden Place, London, SW1E 5DH, company registration number 6400 and registered charity number 306983.

## 2. AGREEMENT

- (a) The Parent will enter into a legally binding Contract with the Trust on submitting the duly completed Acceptance Form and paying the Deposit (if applicable) on or before the date specified by the Head.
- (b) The agreement will last until the Pupil completes year 13 (year 6 at Kensington Prep School) unless terminated early in accordance with clause 8, 9 or 10.
- (c) In entering into the agreement the Parent and the Payer agree that they and the Pupil will:
  - (i) be bound by the School Rules and by these Terms and Conditions; and
  - (ii) support the School in maintaining its ethos and good standards of behaviour.
- (d) The rights of the Trust and the School under this agreement will not be waived even if these Terms and Conditions are not enforced.

## 3. DEPOSIT

- (a) A Deposit is payable on acceptance of a place at the School unless the Pupil is transferring from another Trust school.
- (b) It will not be refunded if the place is not taken up by the Pupil.
- (c) The Deposit may be waived by the Head in respect of a Pupil awarded a full bursary.
- (d) The Deposit will be held until the end of the Pupil's final Term in the School and will be refunded as soon as is reasonably practicable after this, less any outstanding Fees, Additional Charges or Fees in Lieu of Notice due to the School or the Trust.
- (e) No interest will be paid on the Deposit.

## 4. FEES

- (a) A completed Direct Debit mandate must accompany the Acceptance Form.
- (b) Fees are due and payable Termly in advance by direct debit on the first day of each Term. Fee invoices will be issued by email or post before the start of each Term in respect of the Fees for the following Term. Fees are payable whether or not an invoice is received. For the avoidance of doubt, all signatories to the declaration on the Acceptance Form are jointly and severally liable for the payment of Fees, Additional Charges and any Fees in Lieu of Notice.
- (c) By agreement with the Trust each Term's Fees may be paid by direct debit by means of four equal monthly instalments. If the direct debit mandate is not accepted by the Payer's bank or if it is cancelled by the Payer before the whole Term's Fees have been paid, the outstanding Fees remain due in

accordance with (b) above and must be paid immediately.

- (d) Where the Parent and the Trust have entered into an agreement incorporating the terms and conditions of the Pre-Paid Fees Scheme, the Trust will administer such capital sum to meet the Fees pursuant to the Pre-Paid Fees Scheme provided that the Parent meets any shortfall between the amount applied by the Trust under the Pre- Paid Fees Scheme and the total Fees and Additional Charges due in respect of the Pupil.
- (e) The Trust reserves the right to recover any and all costs (including legal costs) it incurs in recovering or attempting to recover, any unpaid Fees, Additional Charges or Fees in Lieu of Notice. Without prejudice to the provisions of clause 5, the Trust further reserves the right to charge administrative fees of: (i) £70 in the event of non-payment of Fees, Additional Charges or Fees in Lieu of Notice; and/or (ii) £12 for any payments refused by the Payer's bank/unpaid Direct Debit. The administrative fees shall be added to any unpaid Fees, Additional Charges or Fees in Lieu of Notice.
- (f) Although payable Termly, Fees are calculated on an annual basis and apportioned over the School Terms. No reduction will be made for Terms where teaching is reduced because of public examinations, external assessments or matters outside the control of the Trust or the School.
- (g) If a Pupil attends for only part of a Term, Fees remain payable for the whole Term in accordance with 4(b) above.
- (h) Payment of Fees will not be accepted in cash or by credit card or debit card or over the telephone.
- (i) All year groups specified by the School are required to take lunch, other than for medical or religious reasons that have been notified to the Head prior to the start of the Term in which the change is to take effect.
- (j) Additional Charges will be collected by the School.
- (k) The Trust reserves the right to increase Fees on giving no less than one full Term's notice.
- (l) The Trust reserves the right to inform any fee paying school to which the pupil may transfer, of any Fees or Fees in Lieu of Notice which are outstanding or will fall due.
- (m) The Trust reserves the right to conduct credit checks on either the Payer or Parent in the event of non-payment of Fees.
- (n) From time to time, the Trust may carry out screening checks or ask a Parent or Payer for sufficient information to verify to its satisfaction the legitimate source of funds being used to pay Fees or Additional Charges and that they are not subject to any national or international sanctions imposed by any competent authority
- (o) Any payment of Fees or Additional Charges by a person who is not a party to the Contract will only be acceptable if the Trust is satisfied as to the identity of that third party and the source of their funds.
- (p) All of the Fees and Additional Charges are exclusive of any taxes, which will

be added (where applicable).

- (q) The Trust may refuse to accept payment of the Fees or Additional Charges from a company, firm or other form of body corporate.

## **5. INTEREST ON OVERDUE FEES**

The Trust reserves the right to charge interest on Fees, Fees in Lieu of Notice or Additional Charges which are overdue. Interest will be charged at the rate of 8% per annum on any debt unless they are being paid and continue to be paid under instalment arrangements referred to in 4(c) above.

## **6. RETAINING FEE**

If the Parent wishes to apply for a place to be kept for a Pupil who will be absent for up to a year, the Head may grant such a request by giving written consent. The Head may charge a fee for holding the place during the Pupil's absence. The form to which the Pupil is admitted on returning to School will be at the discretion of the Head and will depend on the Head's assessment of the standard of the Pupil's work.

## **7. EXTRA SUBJECTS**

Although the School may offer facilities for Pupils to take extra subjects, for example individual music tuition, any contract for those subjects is between the Parent and visiting teacher and charges for extra subjects are collected by the visiting teacher.

## **8. EARLY TERMINATION BY PARENT**

- (a) A full Term's written notice is required to cancel acceptance of a place or to withdraw the Pupil from the School or a term's Fees in Lieu of Notice will be payable.
- (b) If a full Term's written notice is not received by the Head on or before the first day of the Pupil's last Term, (or, in the case of cancelled acceptance, on or before the first day of the Term preceding the Term in which the Pupil was due to start at the School), a Term's Fees in Lieu of Notice will be due to the Trust as a debt at the full rate applicable for the next Term, excluding any discount.
- (c) In cases under 8(b) above, the Fees in Lieu of Notice will become payable to the Trust on the first day of the Term which would have been the final Term of provision if a Term's notice had been given.
- (d) Fees in Lieu of Notice must be paid by bank transfer.
- (e) The Trust may, in its discretion, accept provisional written notice in lieu of a full Term's notice provided that such provisional written notice is received by the Head on or before the first day of Term, and is confirmed in writing to the Head no later than the last day of the first half of Term.

- (f) Written notice under 8(a) will only be effective if received and acknowledged in writing by the Head within seven school days of receipt. The Parent must contact the School promptly if no such acknowledgement is received.

## **9. EARLY TERMINATION BY THE TRUST**

- (a) The Trust may terminate the agreement if the information provided to the School before the Pupil joins is incomplete or inaccurate or any additional information indicates that the Pupil would not be suited to the education provided by the School.
- (b) The School may give no less than one Term's written notice to the Parent if, in the opinion of the Head after due deliberation, the School is unable to meet the Pupil's needs or reasonably provide the nature or level of support required by them or if the Pupil will not benefit from continuing to be educated at the School or has not attained a sufficiently high standard of work or behaviour for continuation into the next school year. Academic targets for transfer from year 6 to year 7 will be set before the end of year 5. Targets for public examinations will be set as far in advance as is practical and subsequent transfer will be conditional on attainment of these targets.
- (c) If in the Head's considered opinion the Parent's behaviour is unreasonable and is likely to affect adversely the Pupil or other pupils or staff at the School, or bring the School or Trust into disrepute, or if the Head feels that the necessary relationship of trust and confidence between the parties has irreparably broken down, the Trust may give notice that it will terminate the agreement immediately. The Parent will be permitted a reasonable opportunity (determined by the Head) to make written representations to the Head and, if the Parent wishes, to the Chief Executive of the Trust. The decision of the Head or the Chief Executive (if the latter is involved by the Parent) will be final.
- (d) The Trust may temporarily exclude the Pupil and/or permanently exclude the Pupil and terminate the agreement if their Parent has failed to meet their obligations to pay Fees in respect of that Pupil.
- (e) The Trust may terminate the agreement at any time by notice in writing if a Parent or Payer is the subject of a bankruptcy petition or order or enters into a voluntary arrangement or if the Pupil no longer holds an immigration status which confers a right to study in the United Kingdom.
- (f) In all cases of exclusion and termination by the Trust, full Fees remain payable for the Term in which it occurs.

## **10. BEHAVIOURAL EXCLUSION**

- (a) The Pupil may be excluded for a fixed period of time and/or permanently excluded in accordance with the Trust's exclusion policy.
- (b) In all cases of Fixed Period or Permanent Exclusion full Fees will remain payable for the Term in which it occurs.

## 11. TEMPORARY CLOSURE

If the School has to close temporarily due to circumstances beyond the School's control, the School will use reasonable endeavours to continue to provide educational services (including remotely), but the School Term will not be extended, nor will any part of the Term's fees be refunded.

## 12. EXAMINATIONS

The Head shall have the right not to enter a Pupil for an examination if, in the opinion of the Head after due deliberation, it is deemed not in the Pupil's best interests to do so, or if Fees remain outstanding.

## 13. RESIDENCE OF PUPILS

The Pupil must have the right to enter, live and study in the United Kingdom and must live with a Parent, or legal guardian or other person approved by the Head or in a School boarding house. Any changes to the Pupil's domestic or immigration status must be notified in writing to the Head immediately.

## 14. EDUCATIONAL GUARDIANS

Pupils whose parents reside outside the United Kingdom must have an educational guardian in this country (UK). Parents must notify the School of up to date contact details for the educational guardian.

## 15. MEDICAL CONDITIONS AND SPECIAL EDUCATIONAL NEEDS

- (a) The Parent will supply details of the Pupil's health and medical conditions and any allergy, disability, or special educational need in the form requested by the School. The Parent will notify the School immediately if there are any changes to the information supplied or if the Pupil contracts any medical condition specified to the Parent by the School or is diagnosed with any allergy, disability or special educational need.
- (b) The School may require the Parent to keep the Pupil away from School or School activities for medical reasons. During any such period, the School will provide work (such as by sending work home or remotely at the Head's discretion) as appropriate.

## 16. PARENTAL RIGHTS AND OBLIGATIONS

- (a) The Parent will notify the Head immediately of any parental responsibility agreement, undertaking or court order relating to the Pupil (e.g. child arrangements order, prohibited steps, specific issues or periodical payments) and promptly send the Head a copy of the same with permission of the court as required. In the absence of any such court order (or similar direction) or any other legal requirement or obligation, the School will treat each person with parental responsibility as having equal rights to receive relevant information about the Pupil on request (unless in

the Head's considered view it is not in the Pupil's best interests to do so).

- (b) In signing any form of consent requested by the School, the Parent or person with whom the Pupil lives is responsible for ensuring that all other consents required by law have been obtained.

## **17. COMPLAINTS**

Complaints will be dealt with in accordance with the Trust's published procedure in force from time to time, a copy of which is published on the School's website.

## **18. INSURANCE**

Pupils' personal property is not covered by the Trust's insurance when on School premises. Neither the Trust nor the School accepts responsibility for loss or damage to a Pupil's personal property on the School premises or on School visits.

## **19. COMMUNICATION**

Parents and the Payer will inform the School promptly of any changes to the details contained in the Acceptance Form including email addresses and other contact details.

## **20. DATA PROTECTION**

Personal data provided by or relating to the Parent, Payer or Pupil will be processed by the Trust and/or the School in accordance with the Data Protection Act 2018 and other related legislation and for the purposes explained in the Trust's privacy notice, which is at [www.gdst.net/privacy-notice](http://www.gdst.net/privacy-notice).

## **21. INTERNATIONAL STUDENTS REQUIRING SPONSORSHIP**

- (a) Where a Pupil requires sponsorship under the Student or Child Student immigration route in order to study at the School, an international enrolment fee (as specified by the School) and the first Term's Fees will be payable to the Trust, before sponsorship is assigned.
- (b) If a place at the School is not taken up by the Pupil or if the required notice is not provided in accordance with clause 8 the international enrolment fee will be retained.
- (c) The decision to offer sponsorship is at the sole discretion of the Trust and is subject to the Trust's internal policies, UKVI requirements, and any other relevant legal or regulatory considerations. Nothing in these Terms and Conditions shall be construed as a guarantee or obligation on the part of the Trust to provide sponsorship.

## **22. VARIATION OF THE TERMS AND CONDITIONS OF THE AGREEMENT**

The offer and acceptance of a place are both made on the basis that any successful school needs to develop and that the Trust may make reasonable changes to these Terms and Conditions on giving at least one Term's notice in writing.

## **23. CHANGES**

For the purposes of constitutional changes to the School (including to the Trust, the legal entity that owns the School) or amalgamation of the School with another, the Trust may transfer the undertaking of the School to another person or organisation and may transfer the Trust's rights and obligations under this Contract in connection with any such transfer and/or amalgamation. The Trust will ensure that this will not affect the Parent's rights under this Contract.

## **24. THE LAW THAT APPLIES TO THIS CONTRACT**

The Contract is governed by English Law and either party must bring legal proceedings in respect of this Contract in the English courts. If the Trust chooses not to enforce any part of this Contract, or delay enforcing it, this will not affect the Trust's right to enforce the same part later (or on a separate occasion) or the rest of this Contract. And, if the Trust cannot enforce any part of this Contract, this will not affect the Trust's right to enforce the rest of this Contract.

## **25. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the Trust and the Parent, and/or Payer. The parties to this Contract acknowledge that in entering into this Contract, no party has relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract and each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

The Girls' Day School Trust, 10 Bressenden Place, London, SW1E 5DH  
A Limited Company Registered in England No. 6400. A Registered Charity No. 306983