Terms and Conditions

WOLVERHAMPTON GRAMMAR SCHOOL

Terms and Conditions

What these terms cover. These are the Terms and Conditions on which we provide educational services.

Why you should read them. Please read these Terms carefully before you accept our offer of a place at the School for your child. These Terms tell you who we are and how and on what basis the School will provide educational services.

In these Terms you will see some parts written in bold or highlighted to stand out. This is to draw certain provisions to your specific attention because they are important to the good management and operation of the School and our provision of educational services.

If you think there is a mistake in these Terms, or if anything in these Terms is unclear or you would like to have further explained to you, then please contact the Finance office tel: 01902 421326 to discuss.

1. Definitions

A) In these Terms and Conditions and in the Acceptance Form some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have the defined. Such defined terms are set out below and when used in these Terms and Conditions they shall have the meaning given to them here.

"Acceptance Form"
Means the form provided by the School for the parents to complete when accepting a place for their child at the School;

"Child"
Means a child of whatever age admitted by the School to be educated and includes any pupil over the age of 18;

"The Complaints Procedure"
Means the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the School. It does not form part of the contract between you and the School. A copy of the most up-to-date procedure is available from the School and the School website;

"Fees"
Means the fees set out in the schedule of fees as amended from time to time.

"Schedule of fees"
Means the published note of the School's prevailing fees notified to you from time to time and a copy of which remains available at any time upon request;

"Contract"
Has the meaning given in Clause 1C below;

"Acceptance Fee"
Means the amount set out and refered to as the acceptance fee in the Acceptance From;

"Head"
Means the person appointed by the Directors of the School to be responsible for the day to day management of the School, including anyone to whom such duties have been duly delegated.

"School Rules"
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 of the then current version of the School Rules are discussed with pupils on entry to the School and is sent to parents with the Acceptance Form. A copy of the School Rules is available on the School website as an appendix to the Behaviour Management Policy and is also available from the School at any time upon request;

"Term"
Means a term of the School as notified to parents from time to time;

"A Term's Notice / A Half-Terms Notice"
Means written notice given not later than the first day of the term / half term before the term / half term to which the notice relates[1]

"Terms and Conditions"
Means these Terms and Conditions as amended from time to time;

"We" or "the School"
Means the legal entity carrying on as the School as identified in Clause 1B below; and

"You" or "the Parents"
Means each person who has signed the Acceptance Form as a parent or guardian of the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form (and "your" will be construed accordingly).

In these Terms and Conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are refering to. We do this by using the words "for example", "includes" or "including". When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question. We also use headings to introduce separate provisions. These headings are for ease of understanding only.

B) **"Who we are"**
We are Wolverhampton Grammar School Limited, a company registered in England and Wales. Our company registration number is 6610261 and our registered address is at Compton Road, Wolverhampton, WV3 9RB. Our registered charity number is 1125268.

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

2. Acceptance Fee
A) **How you accept an offer of a place**. An offer of a place for your child at the School is accepted by you submitting the duly completed Acceptance Form and paying the non-refundable acceptance fee.

B) The acceptance fee is charged to cover the administration costs involved prior to your child's admission to the School.

PLEASE READ THIS NEXT SECTION CAREFULLY - it deals with what you need to do if you wish to withdraw your acceptance of a place before your child joins the School and what happens if you withdraw at that stage.

The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about their childrens' schooling as it means we are less likely to fill the place. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we are given that period of notice or not.

3. Withdrawing your Acceptance of a place before your child joins the School
A) **The period of notice we require.** If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must give us written notice before the first day of the term immediately preceding the term in which your child was due to start. 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 a place on or before the first day of the preceding Summer Term (ie, the final term of the previous academic year). If you accept a place for your child in the Summer Term and subsequently change your mind, a term's notice is still due. Please see the School's **Admissions Policy** for further information on notice deadlines.

[1]So if, for example, a term's notice is required to withdraw your child from an extra-curricular activity with effect from the start of the Summer Term (which is the term to which the notice relates) then a term's notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the Spring Term immediately before, and a half a term's notice means you need to tell us in writing about the withdrawal, at the latest, on the first day back after the Spring Half Term.

B) **If we receive that period of notice.** If you provide that period of notice, you will lose your acceptance fee but no further fees will be payable.

C) **If we do not receive that 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 (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the School as a debt. The term's fees will be charged at the rate applicable for the term your child was due to start. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.

4. School Fees, Extras and Payment

A) **What the fees include.** The fees include all the costs incurred in the usual course of the education provided by the School of your child, including the provision of any necessary educational materials and any that may be set out in the Schedule of Fees, unless otherwise notified by the School.

B) **What the fees do not include: Extras.** We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as **extras.** By way of example some extra-curricular activities (such as private music lessons, trips and visits), lunches and transport costs in which you agree in advance your child may participate shall be deemed to be extra to items met by the fees and charged for accordingly. In addition (and by way of further example), all public examination charges shall be charged as extra to the fees. Additional charges incurred by the School in providing for the special educational needs (other than those provided through the OpAL programme) of your child may also be charged as an extra to the fees. All new students (except infants and Sixth Form) are required to purchase an iPad through the School's CCompulsory Purchase Scheme. For students joining in Year 3 and Year 7, this is an automated process. Regardless of year group, the cost of the device will be charged on the Autumn and Spring fee bills as an extra.

PLEASE READ THIS NEXT SECTION CAREFULLY - it deals with your responsibility to pay the fees and supplemental charges.

C i) **Who is responsible for ensuring payment**. Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and extras due are paid to the School. This is because our contract applies to both of you together and each of you on your own. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and extras owing to the School are paid. In practice this means that if fees or extras have not been paid to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent. The only exceptions to this are set out in subclause 4C.ii) immediately below.

ii) **How can one person remove him/herself from their payment responsibility and circumstances where the School may agree to accept payment from any other person[2].** A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice but that person must obtain the prior written consent of both the School and the other person who has signed the Acceptance Form. Otherwise, each of **you remains liable to the School for all the fees and extras due in accordance with subclause** 4C.i) above UNLESS and UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for the payment of the fees and/or extras. In these situations, the School will require a new Acceptance Form to be completed so it is clear who is liable to the School for all the fees and extras in accordance with subclause 4Ci).

iii) **How bursary etc awards are treated**. If your child has been awarded a scholarship or bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School.

[2] i.e, a person who has not signed the Acceptance Form and is not party to this

D i) **How the fees are charged and payment requirements**. Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term. Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 4C.ii). The fees must be paid in full by direct bank transfer on or before the first day of the term to which the invoice relates. We may not allow your child to attend the School if you do not pay on time.

ii) **The School may agree that the fees that are or will fall due in relation to any term 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 four (4) 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). The School will issue a separate invoice and 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.

E) **Payment of Extras**. All extra charges for each term (and for other unpaid extras that were agreed during the previous term) will be invoiced on your main School bill which will be sent to you before the start of the next term. All such extra charges must be paid in full on or before the first day of the then forthcoming term unless an agreement for payment of fees by instalments exists under Section 3D.ii).

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out what rights we have, and what action we may take, if fees and/or extras are not paid in accordance with these Terms and Conditions.

F.i) **Non-payment of fees: refusal to attend School.** We may refuse to allow your child to attend the School and/or to withhold any references while fees and/or extra charges remain unpaid or if there is a persistent failure by you to pay the fees on time.

F.ii) **Non-payment of extras: refusal to participate in the relevant activity**. We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable extra charge for that activity or examination(s) remains unpaid.

F.iii) **We can charge interest if you pay late.** If you do not make any payment to the School by the due date for payment (see Clauses 4D and 4E above) we may charge interest to you on the overdue amount at the rate of 3 per cent a year above the base rate from time to time of the School's bank. Unless we tell you otherwise in writing, this interest 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. You must pay the School the interest together with the overdue amount.

F.iv) **We can recover our costs for recovering late or non-payments**. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or extras from you (including reasonable legal costs i.e, costs that would be allowable by the courts if judgment was made in the School's favour).

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets our right to increase the fees during the course of your child's time at the School.

F.v) **We can notify other educational institutions of your outstanding payments**. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or extra charges.

G) **Our ability to increase the fees.** We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you prior to the start of the preceding 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 from the School 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 under Clause 5A).

H) **Fees and extras will not be reduced due to your child's absence**. Fees and any agreed extra charges will not normally be reduced or refunded as a result of absence due to illness or otherwise. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out what period of notice we require from you if you wish to withdraw your child from the School or remove your child from participating in an activity for which there is an extra charge.

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or extra charges you would have paid had the required period of notice been given – we refer to the relevant sum as "fees in lieu of notice".

5. Notice Requirements

A) **Notice to withdraw your child from the School.** If you wish to withdraw your child from the School (other than at the normal leaving date, which is at the end of Year 13), you must either give us a clear 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. This means that if, for example, you wish to withdraw your child with effect from the start of the Autumn Term (ie, 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 (ie, the final term of the preceding academic year).

B) **When the relevant amount in lieu of notice must be paid**. In cases under 5A) above, the appropriate sum in lieu of notice will become payable by you to us 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.

C) **Notice to withdraw your child from participating in an activity charged as an extra or from School lunches.** If you wish to withdraw your child from an activity charged for as an extra (e.g. music and transport) or opt out from School lunches you must either give a half-term's notice to that effect or pay to the School as a debt half a term's charges for the activity in which your child has ceased to participate and/or half a term's lunch charges.

D) **Withdrawal part-way through a term does not reduce the amount you owe to the School.** The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or extras due, or to obtain a refund of fees or extras, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

6. School Rules

A) **Compliance with the School Rules.** It is a condition of remaining at the School that you and your child comply with the School Rules. This will include the requirements of appearance, dress and behaviour as may be issued from time to time by the School (if not already included within the School Rules and the Transport Rules). In addition, unless prevented by sickness or some other reason satisfactory to the Head, your child will at all times regularly and punctually attend the School during School hours, including Saturdays and other special occasions (e.g. Open Day) when required to by the Head.

B) Once a place has been offered, it is an expectation that your child will uphold standards of conduct in line with those of WGS. Where this is not the case, a probationary period may be applied, or, in serious cases, an offer of a place withdrawn.

C) Your child will follow the prescribed course of study at the School, including attending all such public and other examinations as form part of that course, and completing private studies and homework set by the School. He/she will take part in School sport and other extracurricular activities, including representing the School in competition if called upon to do so. Unless it is unavoidable, you should avoid removing your child from School during term time. If, on the very rare occasion that such an absence may be necessary, you should write to the Head requesting his/her authorisation and providing as much notice as possible.

D) **Monitoring your child's email communications, internet use, and use of social media**. The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7. Suspension, Exclusion and Required Removal

A) **The Head's discretion to suspend or exclude your child from the School**. The Head may in his or her discretion suspend or, in serious or persistent cases, permanently exclude your child from the School if the Head reasonably considers that your child's conduct or behaviour (including behaviour or conduct outside the School) is unsatisfactory and the suspension or exclusion is in the School's best interest or those of your child or other children.

B) **Where you can find examples of offences punishable by suspension or exclusion**. The Behaviour Management Policy (available on the School website or at any time on request) sets out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Head may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account. A balance of probabilities test will apply to any decision on whether or not misconduct or poor behaviour has occurred.

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

C.i) **Your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the well-being of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract where we have cancelled this contract under Clause 14 below; [1]

C.ii) Your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children.

C.iii) The School cannot provide adequately for your child's special educational needs.

D) **What happens if your child is suspended, excluded or removed from the School.** Should the Head exercise her or his right to suspend your child under Section 7A) or Section 7C) you will not be entitled to any refund or remission of fees or extra charges due (whether paid or payable). If your child is permanently excluded from the School under Section 7A or you are required to remove your child from the School as a result of the Head exercising her or his discretion under Sections 7C.i), 7C.ii) or 7C.iii), then you will not be entitled to any refund or remission of fees or extra charges due (whether paid or payable) up to the date of removal but fees in lieu of notice will not be payable and any prepaid fees and/or extra charges for the period after the removal will be refunded.

E) **Impact of exclusion or required removal on this contract**. Provided you have paid the School's final invoice, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.

F) **Your right to have disciplinary matters or decisions reviewed**. You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this Clause 7 reviewed. Any such review shall be governed by either the Complaints Procedure or in the case of a permanent exclusion, the Pupil Exclusion Review Policy.

[1] Please see Appendix 1: Parent Protocol

8. The School's Obligations

A.i) **The period of your child's schooling.** Subject to these terms and conditions, the School undertakes to accept your child as a pupil at the time of joining the School until the end of his or her schooling. However, the School shall not be obliged to permit your child to enter Senior School (Year 7) and/or the Sixth Form unless satisfied that it is appropriate to do so having regard to his or her academic attainments, behaviour and all other relevant circumstances. The School will make a decision as to whether your child may join the Sixth Form after the results of GCSE examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations. However, except where the School agrees otherwise in writing and even where the School has imposed conditions on entry to the Sixth Form, if you wish to withdraw your child on or to entering Year 7 or the Sixth Form, Clause 5A) applies and you will either need to give us a clear term's written notice or pay us a term's fees in lieu of notice.

B) **The scope of the duty to exercise reasonable skill and care for your child's education and welfare**. While your child remains a pupil at the School, the School undertakes to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a School activity or otherwise under the supervision of a member of School staff.

C) **Consent to participation in contact sports and similar activities.** Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

D) **Consent to participation in School trips.** A variety of School trips will be provided for your child while a pupil here. Unless you notify us to the contrary, you consent to your child participating, under supervision, in School trips which do not involve an overnight stay or additional cost and being carried by public transport or School transport driven in a responsible manner by an adult who is suitably qualified and insured. School trips abroad or those in the United Kingdom involving an overnight stay and/or an additional charge will be the subject of a separate agreement with parents. Your 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 pupil's safety and welfare, or to respond to breaches of discipline, will be charged as extras.

E) **What happens if your child needs urgent medical attention.** If your child requires urgent medical attention whilst under the School's care, we will if practicable try to obtain your prior consent. However, if it is not practicable to contact you, we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including use of inhalers, EpiPens, anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions).

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

G) **We will give you notice of significant changes**. We will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5A) above.

H) **Monitoring your child's progress at the School.** The School will monitor your child's progress at the School and produce regular written reports. The School will advise parents on any concerns about their child's progress. Prior to sitting the entrance exam parents are invited to inform the School of any specific learning difficulties their child may have so that accommodation may be made for their needs in the entrance exam. On entry to the School all students undertake standardised screening tests in spelling, writing, reading and maths to try to identify any

further evidence of specific learning difficulties that may assist their learning. Students who show specific areas of weakness will then be offered a more in depth assessment: the WGS Second Look Screening Assessment. This assessment is carried out by qualified specialist staff in Opportunities for Assisted Learning (OpAL). Students may then be referred on to a formal assessment by an Educational Psychologist at the parent's expense. The School OpAL Programme is a specialist unit for able students with special educational needs. All students at the School with identified specific learning difficulties are on the School's Learning Support List to which teachers have access. Further information is available in the School's Special Educational Needs and Disability Policy (available on the School's website or on request). Parents may be asked to withdraw their child without being charged fees in lieu of notice if in the opinion of the Head, the School cannot provide adequately for the child's special educational needs (see Section 7C.iii) and 7D).

9. The Parent's Obligations

A) **We require your co-operation**. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.

B) **Examples of the co-operation and assistance we require**. You must co-operate with the School and School staff in good faith, including by:

B.i) maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract);

B.ii) ensuring your child complies with all School Rules and uniform requirements, and supporting the School in enforcing these;

B.iii) encouraging your child in his or her studies, and giving appropriate support at home;

B.iv) keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and extras for your child);

B.v) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;

B.vi) providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education (including where the School may wish/need to provide such education remotely); and

B. vii) attending meetings and keeping in touch with the School where your child's interests so require.

C) **You must notify us of your child's health/medical conditions or special educational needs**. It is a condition of your child joining and remaining at the School that you complete and submit to the School a Medical Form in respect of your child on an annual basis. You must inform the School of any health or medical condition, special educational needs, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same. 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 under Clause 14A. ii) below.

D) **Circumstances where we may require you to keep your child away from School.** If the School so requires due to health risk either presented by your child or to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you should undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. Where it is considered appropriate in such circumstances the School will endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

E) **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 education and welfare.

F) **You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them**. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or extras. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).

G) **We require you to nominate a 'responsible adult' for us to contact in your absence if required.**
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 if you are to be absent from your main residential address for a period longer than three/3 days. 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 if the School is not able to contact you.

H) **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, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, subject only to Clause 9I), you (and each of you) accept that the School is entitled to treat:

H.i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
H.ii) any communication from the School to one of you as having been given to both of you.

PLEASE READ THIS NEXT SECTION CAREFULLY – it sets out who needs to sign a notice of withdrawal of your child.

I) **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 (i.e. under any of Sections 3A, 4C.iii or 5A) must be in writing and signed by each of you as holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).**

J) **You must notify us of your child's absence from School.** The Head must be informed as soon as possible in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School. Planned absence will only be authorised in exceptional circumstances.

K) **Parents must notify us if they will be absent for a period of time.** If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

L) **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 delay. Complaints should be made in accordance with the School's 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.

PLEASE READ THIS NEXT SECTION CAREFULLY - although there will be circumstances when it is appropriate to seek parental consent, data protection and privacy rights belong to the individual. Children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves.

Furthermore, it will not always be necessary or practical for us to obtain consent for every use we make of personal data. The law recognises this but does require that we set out these uses clearly as far as possible. Please also see our Privacy Notice (for Pupils and Parents) which is available on the School's website.

10. Insurance

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

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

A) **We may provide a reference for your child**. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us will be confidential. We will take care to ensure that all the information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

B) **We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School.** This will include name, contact details, school records, photographs and video recordings, both whilst your child is at the School and after he or she has left, for the purposes of:

B.i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
B.ii) promoting the School to prospective pupils/parents;
B.iii) publicising the School's activities; and
B.iv) communicating with the School community and the body of former pupils.

In respect of B.ii), B.iii) and B.iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium), the School's website and (where appropriate) the School's social media channels.

C) **You are required to update us of changes to information held, or in circumstances relating to you and/or your child.** You must:

C.i) confirm (or update, if necessary), when requested and/or on an annual basis, such information (and/or documentary materials) about (or relating to) you and/or your child that is held by the School; and
C.ii) inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

D) **We will send information (eg. School reports) about your child to both of you as a matter of course.** You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including School reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons **unless** the School is restricted from doing so by a court order (or similar direction) or by any other legal requirements or obligation (for example, under the Data Protection Act 2018).

E) **Data Protection Law**. 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 suspended) and other related legislation. We will process such personal data:

E.i) as set out in this Clause 11, and in the School's Privacy Notice for Pupils and Parents which is available on the School's website as may be amended from time to time;
E. ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
E. iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes .

12. Intellectual Property Rights
Recognising these rights. We shall recognise any intellectual property rights created, generated or owned by your child.

13. Change in Ownership etc.
The circumstances in which we may transfer this contract to someone else. For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you 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.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling which is at the end of Year 13).

14. Ending this Contract
A) **Our rights to end the contract.** The School may end this contract at any time by notice in writing to you, without any obligation to return any fees paid to you, if:

A.i) you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;

A. ii) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);

A. iii) 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 parental absence form;

A. iv) you (or either of you):
AA) are unable, following our request, to demonstrate that you will be able to pay the fees and extras due under this contract;
BB) are otherwise unable to pay your debts as they fall due;
CC) are the subject of a bankruptcy petition or order; or
DD) you enter into an individual voluntary arrangement; or

A. v) you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

A. vi) Where the School ends this Contract, because of the reasons given above, this will be taken as you withdrawing your child without notice and hence you will be liable for fees in lieu of notice as in Clause 5A.

B) **Your rights to end the contract.** You may end this contract at any time by notice in writing to the School if:

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

ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

C) **When this contract will end if not terminated early**. For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or the end of your child's schooling at the end of Year 13, whichever is later. This may be at the end of Year 11 if your child does not meet any requirements imposed by the School under Clause 8A) for entry to the Sixth Form.

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

15. Events outside of our, or your, control

A) **What we mean by an "event outside of our/your control".** We mean any event beyond either you or our reasonable control including, by way of example and for avoidance of doubt, acts of God, war, riot, civic commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to these as an "**event**".

B) **What happens if we are affected by an event outside our control.** If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event and subject to Section 15C), the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the event. To the extent reasonably practicable in circumstances the School shall try during the continuance of the event to continue to provide educational services (including providing appropriate educational services remotely).

C) **Circumstances in which we may refund fees to you.** If the School is wholly unable to perform its obligations under this contract for one or more of the reasons covered under its insurance policy (details are available from the Finance Office on request) for a continuous period of more than 14 consecutive days, you shall not be liable to pay the fees for the period of the term affected, prorated proportionately. Accordingly, and as the case may be, if the fees for the period of the term affected:

C.i) have already been paid, then you shall be entitled to be reimbursed such proportion of the fees; or

C.ii) have not yet been paid because the period of the term affected includes the first day of the term (and fees only become due on the first day of term) then you shall not be liable to pay such proportion of the fees.

If C.ii) applies, then the balance of the fees for the term affected shall be due and owing on the date when the School resumes performance of its obligations under this contract.

D) **Events lasting more than 6 months.** If the School is prevented from performance of all its obligations as a result of an event for a continuous period greater 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 cancel this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

E) **What happens if your child is affected by an event outside of your control.** Subject to Section 4H if your child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by an

event you will give the School notice in writing of such circumstances and the following provisions will apply:

E.i) In consultation and cooperation with the School you will do everything you reasonably can to minimise the impact of the event in order to continue to perform the obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

E.ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and

E.iii) if the event continues to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six (6) months you will discuss with the School a solution by which this contract may be performed and, following such discussions, you will be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

16. Communications between you and the School
A) **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.

B) **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 by using your other contact details included in our records. You must notify the School of any changes of address(es) or other contact details.

C) **How to provide written notice to the School**. Notices that you are required to give under these terms and conditions must be in writing and addressed to the Head (and signed by each person with parental responsibility in relation to Section 3A), 4C.iii) and 5A)) and either:

C.i) sent by email to the School using this email address: bursar@wgs-sch.net except for notifications as described under Clause 9I) when a written letter must be delivered as below in Clause Cii - Civ);
C.ii) delivered by hand to the School;
C.iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
C.iv) otherwise sent to the School's address by first or second class post.
C.v) In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4Ciii, 5A or 5C) of these Terms and Conditions you telephone the School to confirm receipt if you have not received an acknowledgement from us within two (2) working days, (during term time) and seven (7) working days (during a School holiday period) after sending the notice.

17. The Law that applies to this contract and where legal proceedings may be brought
A) **The law that applies to this contract.** The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.

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

18. Changes to these Terms and Conditions
Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

Appendix 1: Parent Protocol

1. Introduction

- WGS aims to create a safe and respectful environment.
- Good relationships between staff and parents are essential.
- Parents must engage reasonably and respectfully with WGS and its staff.

2. Supporting Your Child

- Encouraging and supporting good behaviour and learning at home.
- Ensure good school attendance and readiness to learn.
- Respond promptly to school requests and attend routine parent meetings, along with individual meetings.

3. Sharing Information with WGS

- Share relevant information about your child's wellbeing, which includes health, special needs, court orders, financial status.
- Ensure that WGS is aware of anything that might impact on your child's engagement with School.

4. Communicating with WGS

- Contact the appropriate staff member about a particular issue.
- Respect staff working hours, given that staff will always prioritise their time to our pupils and may not be able to respond immediately to your requests.
- Provide detailed information for meetings.
- Raise concerns through proper channels.
- Maintain polite and appropriate communication, including being respectful to the staff.

5. Respecting Professional Decisions

- Understand and respect staff's duty of care and professional judgments.
- Support disciplinary actions, that have followed due process and are in accordance with WGS' behaviour policy.
- Support WGS's allocation of teaching/form groups that is always based the staff's professional opinion.
- Trust the staff's integrity in predicting grades and writing references.

6. Unacceptable Conduct or Behaviour

Most parents are respectful and reasonable, but there are instances where WGS determines that parental conduct or behaviour has fallen short of our expectations. This may lead to the appropriate steps being taken in response to this, these include:

- Writing to parents with reminders of obligations and expected behaviour.
- Requirement to attend meetings with senior staff and/or the Head.
- Placing certain communication plans into action.
- Restrictions of parents from the WGS site or certain events.

WGS will always respond in a proportionate way, with the best interests of the pupils as a priority. There are occasions where the school may require the child be removed from the school. These include:

- Repeated breaches of the Parent Protocol or Terms and conditions of the contract.
- Unreasonable treatment of its community, including:
    - Physical aggression, violence, intimidation, threats.
    - Offensive, abusive, inappropriate, or disrespectful language.
    - Discriminatory, bullying, or harassing behaviour, including sexual harassment.
- Malicious allegations against staff or WGS.
- Derogatory, defamatory, or offensive online comments.
- Voluminous, relentless, confrontational, unreasonable, or aggressive communication.
- Behaviour affecting the safety or welfare of the WGS community.

Thank you for reading and following this Parent Protocol.

WOLVERHAMPTON
GRAMMAR SCHOOL

Wolverhampton Grammar School Ltd is a registered charity (England and Wales no. 1125268) and a company limited by guarantee, registered in England and Wales no. 6610261