



The Contract between Brentwood School and the Parents of Pupils Attending Brentwood Senior School

When Parents accept a place at Brentwood School they commit themselves to this legally-binding contract

Brentwood School is registered as a Charitable Incorporated Organisation: Number 1153605

Headmaster: Mr Michael Bond BA (Hons)
Telephone: +44 (0)1277 243243
E-mail: headmaster@brentwood.essex.sch.uk
Website: www.brentwoodschool.co.uk

Brentwood School Senior School

Middleton Hall Lane
Brentwood CM15 8EE

Chairman of Governors: Lord Black of Brentwood MA Hon FCIPR FRSA

Contactable c/o the Bursar
Telephone: +44 (0)1277 243251
bursar@brentwood.essex.sch.uk
Middleton Hall Lane, Brentwood, Essex CM15 8EE

Applicable to:	<u>Effective for New and Current Parents from April 2024</u>
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*We enable our pupils to become the best version of themselves by developing Virtue,
Learning and Manners*

THE AIMS AND ETHOS OF THE SCHOOL

Brentwood School aims to provide a first class education for pupils aged between 3 and 18. We aim to treat every single child as an individual and to ensure that all our pupils achieve the best possible academic results. In addition, we provide a wide range of opportunities outside the classroom which are designed to develop pupils who are well qualified, creative thinkers, caring and insightful.

Our ethos cultivates an appetite for achievement, a determination to succeed and a lifelong love of learning. Within the classroom, we encourage pupils to strive for the highest academic standards, to seize the many learning opportunities provided and to celebrate their achievements and those of their peers. Academic learning is enriched outside the classroom with a wealth of activities that enable pupils to grow in confidence, work effectively in teams, develop leadership skills and gain a sense of service to others.

Brentwood School is a mainstream all-age, boarding and day school for boys and girls. Brentwood School is committed to equal opportunity for all. The School has a Christian ethos but respects and welcomes staff and children regardless of an individual's race, ethnicity, sex, disability, religion or belief, cultural or linguistic¹ background, sexual orientation, gender reassignment, pregnancy or maternity.

Admission and entry will be subject to the availability of a place and the child satisfying the admission requirements at the time.

STANDARD 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 that are otherwise highlighted to make them 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.

Related Documents. For ease of reference, copies of the more important documents referred to in these terms and conditions have been included in this booklet. Parents and pupils have an opportunity, on request, to see any other documents referred to in these terms and conditions before they accept the offer of a place. All these documents, together with these terms and conditions, may undergo reasonable change from time to time, as circumstances require, so as to ensure that the School, its culture, ethos and resources are properly managed and to promote good order and discipline throughout the School community, and to ensure compliance with the law. The most up-to-date versions of all these documents are available on the School's website and are otherwise available at any time from the School upon request.

¹ In order to cope with the academic and social demands of the School, there is an expectation that the pupil must be able to engage in lessons independently. The School assesses competency in English Language (age appropriate), both as part of its Entrance Examinations and, for students from overseas, as required by the UK Border Agency. Please see the Curriculum Policy for more details of our policy with regard to English as an Additional Language.

Managing Change. This School, as any other, is likely to undergo a number of changes during the time a child is a pupil here: for example, there may be changes in the staff, and in the premises and facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and disciplinary framework and the length of School terms. As a result reasonable changes may be made from time to time to these terms and conditions. Fee levels will be reviewed each year and there will be increases from time to time by such amounts as the School considers reasonable. Whenever practical parents will be given reasonable notice of a change of policy which would have a significant effect on their child's education or pastoral care.

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 Bursar or Finance Director.

1. **Definitions**

1.1 *Meanings of some words and phrases we use in these terms and conditions.* In these terms and conditions some words and phrases have particular meanings and it is helpful, to ensure certainty and consistency, to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

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

"Acceptance deposit" means the amount set out and referred to as the deposit in the Acceptance Form;

"Additional Deposit" means the amount set out and referred to as the Additional Deposit in the Acceptance Form. For reasons of administration the School reserves the right to require payment of an additional deposit of up to two terms' fees; The amount of deposit required will be clearly specified on the acceptance form which accompanies this contract.

"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 from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. It does not form part of the contract between you and the School. A copy of the most up-to-date procedure is on the School's website and is otherwise available from the School at any time upon request;

"contract" has the meaning given in Clause 1.3 below.

"fees" means the termly day or boarding fees applicable to the Child as set out in the Schedule of Fees;

"FIA Scheme Terms and Conditions" means the supplemental terms and conditions relating to the School's Fees in Advance scheme;

"Headmaster" means the person appointed by the Governors of the School from time to time to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties of the Headmaster or of the Governing Body have been delegated and in particular the Bursar, the Head of the Preparatory School and the Deputy Heads;

"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 from the Finance Director;

"School Rules" means the body of rules and policies of the School which set out our expectations concerning conduct and behaviour, 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. The extant School Rules at the date of issue of this Contract are included at the foot of this Contract and are available on the School website within the Behaviour Management Policy and from the School at any time upon request.

"term" means a term of the School as notified to parents from time to time and including the first and final day of the Term;

"a term's notice" means written notice given not later than the first day of the term preceding the term to which the notice relates. For example, a term's notice is required to withdraw your child from the School, so this means that if you wish to withdraw your child with effect from the start of the Michaelmas (autumn) 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 Trinity (summer) term immediately before;

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

"we", "us" or the "School" means the legal entity carrying on as Brentwood School as identified in Clause 1.2 below and

"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 .

In these Terms and Conditions we sometimes provide illustrative examples to try and provide you with a better understanding and appreciation of what we are referring to. We do this by using the words **"for example"**, **"includes"** or **"including"** and, because we do not intend for the examples given to be exhaustive, when we do use these words it means that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

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

- 1.2 Who we are. We are the Brentwood School Charitable Incorporated Organisation (CIO), a charity (Number 1153605) registered with the Charity Commission. Our registered office is at Middleton Hall Lane, Brentwood, Essex CM15 8EE. Brentwood School CIO undertakes the operation of Brentwood School Senior School and Preparatory School.
- 1.3 Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, and these **terms and conditions** (as in each case may be amended from time to time) form the terms of an agreement (the **"contract"**) between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2 Acceptance and Deposit

- 2.1 How you accept our offer of a place. An offer of a place for your child at the School is accepted by you submitting the completed Acceptance Form and paying the deposit.
- 2.2 Child student sponsorship. The School currently holds a child student sponsor licence. You must inform the School when applying for a place if your child requires sponsorship from the School in order to obtain a visa to study at the School. Sponsorship and the number of confirmations of acceptance to study are limited and the School will only sponsor a child to attend the School as a boarder in the Senior School (Years 9 - Upper Sixth) or, exceptionally, for a day place in the Sixth Form.
- 2.3 Moving to Key Stage 2 in the Preparatory School: Progress from Key Stage 1 (Year 2) into Key Stage 2 (Year 3) will be subject to the Head of the Preparatory School's assessment that the pupil has made satisfactory progress and continues to meet expectations relating to behaviour as set out in the School's Behaviour Management Policy.
- 2.4 Moving from the Preparatory School to the Senior School. There is no automatic transfer from the Preparatory School to the Senior School. Entry to the Senior School is subject to the entry criteria detailed in the Admissions Policy. A pupil who is moving from the Preparatory School to the Senior School will be required to show an ability to do so by passing the entrance examination and satisfying the admissions criteria set out in the School's Admissions Policy. Where an offer of a place for your child to enter the Senior School is accepted, you shall pay a further sum equivalent to the difference between the deposit already paid and the deposit payable for the Senior School to accept the place.
- 2.5 Entering the Lower Sixth Form and the Upper Sixth Form. We assume that a pupil in Year 11 will continue into the Lower Sixth Form, and subsequently into the Upper Sixth Form, unless the pupil has been unable to satisfy the academic and personal entry criteria for admission set out in the Admissions Policy and Progression Policy and referred to in Clause 7.4.2). You must give a full Term's Notice in writing in accordance with the provisions about Notice in Section 9 below if you do not intend your child to proceed to the next stage of the School, or a full Term's Fees in lieu of Notice will be payable. **This means that you must give Notice before the start of the preceding Trinity Term of Year 11 if you do not wish your child to progress to the Sixth Form.**
- 2.6 The status of the deposit(s). **The Acceptance Deposit is not refundable if your child does not take up a place at the School.** The limited exception to this is where notice is given in accordance with Clause 3.1 below and you give written notice within 14 days of signing the Acceptance Form. If after the expiry of the 14 day cooling off period you give more than one term's notice that your child will not take up their place. If you give us less than one term's notice or your child does not take up their place the Acceptance Deposit will not be refunded and the School may offset all or part of the Additional Deposit if paid against fees in lieu of notice.
- 2.7 How we use the deposit(s). Unless you have indicated that you would like to donate the deposit(s) to the School's *Foundation*, the deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving (unless otherwise stated in these terms and conditions).
- 2.8 What charges may be deducted from the deposit(s). The School reserves the right to deduct amounts from the deposit held by it at any time for any particular pupil, the costs or expenses incurred by the School in respect of that particular pupil. Such costs or expenses may include unpaid fees, supplemental charges and any other charges as defined in Clause 4. Please also see clause 2.6 above.

- 2.9 Reimbursement of the deposit(s). If your child is leaving Brentwood School, and where you have not already indicated your preference, you will be asked to confirm whether you wish the deposit (after deduction of any outstanding fees or supplemental charges due to the School) to be credited to the Brentwood School Foundation to support the charitable aims of Brentwood School (including the funding of bursaries for future pupils), or returned to you in a final invoice. If we do not receive this confirmation in writing from you within 3 (three) months of the date of your child leaving the School, the balance of the deposit(s) (after deduction of fees and supplemental charges) will be transferred to the Brentwood School Foundation. Where you confirm that you would like the deposit to be refunded to you, payment will only be made once all the pertinent fee accounts have been reconciled and deductions made and the School has received notice in writing to confirm the bank account into which the balance of the deposit(s) should be paid. This usually means that payment will be sent to you during the Michaelmas Term for a child leaving the School during or at the end of the preceding Trinity Term. Where there is a dispute concerning any aspect of the reimbursement of the deposit(s), the School will retain the deposit(s) until this is resolved.

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 children's schooling. This is why we require the period of notice referred to here for a withdrawal, and why different consequences follow depending on whether we receive that period of notice or not.

3 Withdrawing your Acceptance of a Place before your child joins the School.

- 3.1 The Cooling Off Period. If you decide that you no longer wish your child to start at the School and withdraw your acceptance of a place in writing within 14 days of you signing the Acceptance Form, we will refund your deposit(s).
- 3.2 Notice to withdraw your acceptance of a place before your child joins the School. If you wish to withdraw your acceptance of a place more than 14 days AFTER signing the Acceptance Form and paying the deposit(s) but 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 the preceding Trinity Term (ie the final term of the previous academic year). If such notice is received by the School, we will retain the Acceptance Deposit and will refund the Additional Deposit if paid. If the School receives less than one term's notice of your withdrawal of acceptance or your child does not attend the School you will be required to pay the fees in lieu referred to above applicable to the first term your child would have attended.

For the avoidance of doubt, where your child has been offered a place in the Sixth Form and this is conditional on achieving a minimum number points at GCSE, written notice must still be given prior to the first day of the Trinity (summer) Term or a term's fees in lieu of notice must be paid where your child achieves the minimum points level but does not subsequently take up their place at the School. This is because the staffing and resourcing of curriculum courses will have already been planned.

- 3.3 Also for the avoidance of doubt, the benefit receivable under a scholarship or bursary award will not apply to your liability to pay the first term's fees if less than a term's written notice of cancellation is

given, or to any term for which the School requires payment of Fees in lieu of notice following withdrawal without proper notice.

4 School Fees, Supplemental Charges and Payment

- 4.1 What the fees include. All the costs incurred in the usual course of educating your child and, if applicable, facilitating our boarding provision. The provision of luncheon and most educational materials shall be met by the fees unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).
- 4.2 What the fees do not include: supplemental charges. 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 **supplemental charges**. By way of example, any co-curricular activities such as trips and visits in which you agree that your child may participate, will be supplemental to items met by the fees and charged accordingly. In addition, some courses may require compulsory trips and activities. In most cases, these will take place during the school day and will be charged for as supplemental to the fees. School coach fares and all public examination fees shall be charged as supplemental to the fees. Additional charges incurred by the School in providing for the special educational needs of your child, additional support such as extended counselling and other costs notified to you by the School may also be charged as supplemental to the fees where lawful to do so and over and above any reasonable adjustments.
- 4.3 What other costs may be charged to you. The cost of damage to any school buildings or other persons or property on the School site or damage caused off-site whilst participating in a School activity, a charge for books and other School property when not returned, the cost of the pupil attending School events, the costs of additional materials, and any other expenses incurred by the School in respect of that particular pupil (including the costs of sponsoring a child for a visa) may be separately invoiced at any time and must be paid on demand. Where a pupil has left the School, the School, at its discretion, may deduct these items from the deposit(s) or invoice such items separately.
- 4.4 What costs are not included on the School's fee invoice. Please note that activities such as private music and drama lessons and private sports coaching are private arrangements. They are billed directly by the tutor or coach and will not appear on the School's fee invoice. The School will accept no liability for disputes between the parties and will play no part in the collection and processing of charges.
- 4.5 Applicable taxes. All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

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

- 4.6 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 supplemental charges 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 therefore has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid then in order to recover the outstanding payments, the School can, in its discretion, choose to seek payment of the amount outstanding from either parent or both parents. The only exceptions to this are set out in Clause 4.7

immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the School, and do not extinguish either parent's liability for the fees and supplemental charges due under this contract.

- 4.7 How can one person remove him/herself from their payment responsibility and circumstances where the School may agree to accept payment from a person who has not signed the Acceptance Form and is not party to this contract. 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 have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form before submitting such notice. Separately, the School may (without obligation to do so) agree in writing with each of you to accept payment from a third party (for example a grandparent or employer) but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing.
- 4.8 Indemnity. The Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School if the School is required to repay all or part of any sum paid to it by a third party credit provider on behalf of the Parents or to pay any other charges incurred by the School in meeting the School's legal obligations.
- 4.9 How scholarships and bursary awards are treated (Senior School only). A scholarship, bursary or other award may be withdrawn in accordance with (or by reference to) the conditions upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you)) no longer merit the continuation of the award.
- If your child has been awarded a scholarship or bursary which includes financial assistance (by way of fee remission), your responsibility will be to pay for the amount of fees due after taking account of that award. Where it appears likely that an award which includes financial assistance may be withdrawn, you will be notified in advance and, if within fourteen (14) days of that notification 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 without the benefit of the financial assistance.
- 4.10 How the fees are charged and payment requirements. The annual fees are divided into three equal parts and are charged separately on a termly basis, regardless of the length of any term. For the avoidance of doubt, this includes the Trinity Term for Years 11 and 13 regardless of any Study Leave. Each term's fees 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 4.7 above). The fees must be paid in full by direct debit on or before the first day of the term to which the invoice relates. We may not allow your child to attend school if you do not pay on time.
- 4.11 Payment of supplemental charges. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the School's fees invoice. All such supplemental charges must be paid in full on or before the first day of the next term.
- 4.12 How queries about charges should be dealt with. No deductions should be made from any invoice sent from the School for the payment of fees without the agreement of the Finance Director. Parents wishing to query a charge on a School invoice should settle the invoice in full by the due

payment date; and notify the School of their query. Any adjustments will be applied, if required, as soon as the query is resolved.

- 4.13 The School is an agent only in respect of any goods and services which are supplied by a third party via the School to pupils or their parents.

PLEASE READ THIS NEXT SECTION CAREFULLY- it sets out what rights we have, and what action the School may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.

- 4.14 Non-payment of fees: refusal to allow your child to attend school. We may reserve the right to refuse to allow your child to attend the School, withhold any references, and/or withdraw sponsorship of your child's student visa (if applicable) while fees remain unpaid or there is a persistent default by you to pay the fees on time. Under these circumstances the pupil will be *deemed withdrawn from the School* without notice, 28 days after exclusion. In such circumstances, you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the Acceptance deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable
- 4.15 Non-payment of supplemental charges: refusal to allow your child to participate in the relevant activity. We may refuse to allow your child to participate in the relevant co-curricular activity or trip, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.
- 4.16 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 4.10 and 4.11 above) we may charge interest to you on the overdue amount at the rate of 1.5% per month. 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 judgement against you. You must pay the School the interest together with the overdue amount.
- 4.17 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 supplemental charges from you (including reasonable legal costs).
- 4.18 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 supplemental charges.

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.

- 4.19 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. We will try to provide as much notice as possible of any increase in the fees. To ensure that fee increases are kept as low as possible, the Governing Body may delay a decision until they have all pertinent information at their disposal to assist in setting a revised fee regime.
- 4.20 Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplementary charges will not normally be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us

providing educational services remotely for whatever reason. If your child takes study leave at home before or during examinations or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.

4.21 Information on your identity and the source of funds. From time to time we may ask you to provide us with information, that we consider to be satisfactory, so that we can verify:

4.21.1 your identity and place of residence;

4.21.2 your child's identity;

4.21.3 your child's right to enter, live and study in the United Kingdom; and

4.21.4 the source of funds you are using to pay the fees.

You must provide the School with the information we ask for.

4.22. Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. For example, the School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.

4.23. How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School. Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (ie, where you have made a 'lump sum' capital payment in respect of all or part of the fees due under this contract) the School will administer that lump sum to meet the fees pursuant to the FIA Terms and Conditions but you will still need to meet the difference (if any) between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. The School will provide a termly statement of account in respect of the fees and supplemental charges and the difference will be payable in accordance with the terms of this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY- *it sets out what period of notice we require from you if you wish to (i) withdraw your child from the School, (ii) change the nature of your child's place at the School, or (iii) remove them from participating in an activity for which there is a supplemental charge.*

*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. In such circumstances, we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given - we refer to the relevant sum as "**fees in lieu of notice**".*

5. Provisions about Notice

5.1 Notice to withdraw your child from the School. Except where otherwise stated in these terms and conditions, if you wish to withdraw your child from the School (other than at the normal leaving date, which is at the end of the Upper Sixth), you shall either give us a clear term's notice to that effect or shall pay to the School a term's fees in lieu of notice, at such a rate as would have been charged for the final term of provision if a term's notice had been given. For the avoidance of doubt, this includes where you wish to withdraw your child from the School following Year 11 and where your child has satisfied the academic criteria.

The School will credit the deposit(s) you have paid (without interest or any entitlement to repayment under Clause 2.5 above) 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 Michaelmas 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 Trinity term (i.e. the final term of the preceding academic year) or pay the fees in lieu of notice referred to above.

5.2 Notice to change your child's place at the School: Transfer between boarding and day status (Senior School only). Transfer between boarding and day status, if permitted, shall only take place at the start of an academic year and is subject to the requirements of clause 5.3 below. You accept and agree that, other than in exceptional circumstances, no transfer between boarding and day status will be permitted during the first year of your child's attendance at the School or after they enter the Sixth Form.

5.3 Permission and Notice of transfer between boarding and day status (Senior School only). You must obtain the express permission of the Head in writing if you or the Pupil wishes to change from boarding to day status or vice versa, or between categories of boarding (e.g. full boarding to weekly boarding). At the discretion of the Head, the School has the right to postpone or refuse a transfer request and the Head will consider the best interests of the Pupil and the School in reaching the decision. Any such transfer is subject to the availability of places. If permission is granted you must then give two terms' notice in writing. To allow sufficient time for you to provide two terms notice of transfer before the first day of the Lent (Spring) term you should seek the permission of the Headmaster during the first half of the preceding Michaelmas (autumn) term.

5.4 The Head's discretion to remove your child from boarding (Senior School only). The Head may in their discretion require you to remove your child from boarding and move them to a day place if the Head considers that:

5.4.1 this is in the best interests of your child and/or other children and/or the School; and/or

5.4.2 the School is unable to meet your child's needs within the boarding setting (including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child within the boarding setting); and/or

5.4.3 your child's conduct or behaviour (including conduct or behaviour outside School) is unsatisfactory such that removing the child from boarding to a day place is considered appropriate.

You will be charged the fees for your child's day place at the School with effect from the day your child is removed from boarding.

5.5 When the relevant amount in lieu of notice must be paid. In cases under Clause 5.1 or Clause 5.2 above, one term's fees in lieu of notice will become payable by you upon demand as a debt. Please also see clause 10.4 below.

5.6 Notice to withdraw your child from participating in an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you must either give half a term's notice to that effect or shall pay to the School as a debt half a term's charges for the activity in which your child has ceased to participate.

5.7 Withdrawal part-way through a term does not reduce the amount you owe to the School. The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or

supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term (except as set out in Clause 5.5).

6. School Rules

- 6.1 Compliance with the School Rules. We attach importance to courtesy, integrity and good discipline in accordance with our core values of Virtue, Learning and Manners. Your child is expected to take a full part in the activities of the School, to be punctual, to work hard and to behave well. It is a condition of remaining at the School that your child comply with the School Rules and that you give us your full support in administering the School Rules. In addition, 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 from time to time (if not already included within the School Rules).
- 6.2 We may undertake drugs or alcohol testing of your child. The School may undertake drugs or alcohol testing of pupils in accordance with its Drugs and Alcohol Policy and as set out in the School Rules. The Drugs & Alcohol policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.
- 6.3 Monitoring your child's telephone, email & messaging communications, internet and wi-fi use, and use of social media. The School may, subject to applicable data protection legislation, monitor and restrict your child's telephone, email & messaging communication, internet and wi-fi 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

- 7.1 The Headmaster's discretion to suspend or exclude your child from the School. The Headmaster may, in his discretion, suspend or, in serious or persistent cases, expel your child from the School if the Headmaster considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests and/or those of your child or other children.
- 7.2 Where you can find examples of offences punishable by suspension or expulsion. The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Headmaster may decide that suspension or expulsion 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.
- 7.3 The School's commitment to fair process. Investigation of complaints which could lead to expulsion, removal or withdrawal of the pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. As part of any investigation authorised by the Headmaster, pupils may be required, whether during lesson time, break time or at the end of the school day, to make a written account regarding the incident, whether they were directly involved or as a witness, to ensure, in so far as is practicable, that all of the relevant facts have been established as part of the investigation.

- 7.4 *The Headmaster's discretion to require you to remove your child from the School.* Instead of exclusion or suspension, the Headmaster may, in his discretion, require you to remove your child from the School if the Headmaster considers that:
- 7.4.1 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, or
 - 7.4.2 your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Headmaster, the removal is in the School's best interests and/or those of your child or other children, or
 - 7.4.3 If after consultation with you and the child and, after consideration of all the circumstances by the Headmaster, and where the measure is deemed necessary and proportionate, the child's continued presence at the School remains a risk to the wellbeing of themselves or other children.
- 7.5 *Suspension as a Neutral Act.* The School reserves the right to require your child to remain away from School as a neutral act while an investigation is being carried out.
- 7.6 *What happens if your child is suspended, excluded or removed from the School.*
- 7.6.1 Should the Headmaster exercise his right under either Clause 7.1 or Clause 7.4 above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;
 - 7.6.2 the Acceptance Deposit will be forfeited and retained by the School (except in cases of required removal under Clause 7.4.2) but the Additional Deposit if paid will be refunded after deduction of any sums owing to the School; and
 - 7.6.3 In respect of exclusions and required removals, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges that have been prepaid for or relating to any term after the term in which the expulsion/required removal occurred will be refunded.
- 7.7 *Impact of exclusion or required removal on this contract.* This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.
- 7.8 *Your right to have decisions to exclude or require the removal of your child reviewed.* You are entitled to have any decisions taken by the School and/or Headmaster to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the final stage of the Complaints Procedure.
- 8. The School's Obligations**
- 8.1 *The period of your child's schooling.* Subject to these terms and conditions, the School will accept your child as a pupil of the School and register your child on the School's statutory register from the time of joining the School until the end of his or her secondary schooling (i.e. to the end of the Upper Sixth), subject to the Progression Policy which is available on the School website.

- 8.2 Public examinations (Senior School only): The Headmaster may, after consultation with you and your child, decline to enter your child's name for a public examination if, in the exercise of his professional judgement, the Headmaster considers that by doing so your child's prospects in other examinations would be impaired and / or if your child has not prepared for the examination with sufficient diligence, for example, because your child has not worked or revised in accordance with advice or instruction from their tutors. Public examination results will usually be shared with you where requested.
- 8.3 The School shall not be obliged to permit your child to enter the Sixth Form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the Sixth Form after GCSE results or equivalent qualifications are known, and make entry to the Sixth Form conditional upon those results. **However, except where the School agrees otherwise in writing and even where the School has imposed conditions on entry into the Sixth Form, if you wish to withdraw your child prior to entering the Sixth Form, Clause 5.1 applies and you will either need to give us a term's written notice or pay us a term's fees in lieu of notice.**
- 8.4 The Scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of 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/she is taking part in a school activity or otherwise under the supervision of a member of the School staff. The School shall adhere to and comply with the National Minimum Standards for Boarding Schools (applicable from time to time) published under the Children Act 1989 (as amended or superseded).
- 8.5 Consent to participation in trips and visits. A variety of trips and visits will be provided for your child. You will be provided with relevant information in advance of educational visits. Unless you specifically notify the School in writing that you do not wish the child to take part in a specific educational visit, then by signing the acceptance form or agreeing to be bound by these terms and conditions you consent to the child taking part in all educational visits. However, we will seek specific consent from you for:
- 8.4.1 visits (including overnight or residential stays) which take place during the weekends or school holidays; or
 - 8.4.2 non-routine off-site activities which extend beyond the normal start and finish of the school day. Where a sports fixture extends beyond these times, you will be advised by the School but specific consent will not be sought; or
 - 8.4.3 adventure activities which may take place at any time; or
 - 8.4.4 outings involving Early Years pupils; or
 - 8.4.5 visits that cost more than £30

You agree that the child shall be subject to School discipline in all respects whilst engaged in an educational visit.

- 8.5 The cost of educational visits: We will advise you in advance of any additional costs associated with an educational visit, including those visits described in clause 8.4.1 to 8.4.3 above. The cost of such a visit will be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the child's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. We reserve

the right to prevent the child from taking part in an educational visit while overdue Fees remain unpaid.

- 8.6 Consent to participation in sports and other activities. By agreeing to these terms and conditions you consent to the child participating in contact sports and other activities as part of the normal school programme or co-curricular programme. You acknowledge that, while the School will provide appropriate supervision, the risk of injury cannot be eliminated.
- 8.7 What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will:
- 8.7.1 take action (for example by contacting the emergency services);
 - 8.7.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';
 - 8.7.3 share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and
 - 8.7.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- 8.8 Our right to make changes at the School. Our website and 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 aspect of the School, including to the curriculum or to 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 all or part of the School premises).
- 8.9 We will give you notice of significant changes. Where practicable, we will give you notice of any planned 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. For example, if a significant change such as the withdrawal of an option choice is to take effect at the start of the Michaelmas term, we would notify you before the end of the preceding Lent term. 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 5.1 above. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version.
- 8.10 Monitoring your child's progress at the School. We will monitor your child's progress at the School and produce regular reports. **We will advise you if we have any serious concern about your child's progress but we do not undertake to diagnose dyslexia, ADHD, or other conditions.** A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments.

- 8.11 You may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Headmaster, the School cannot provide adequately for your child's educational needs notwithstanding reasonable adjustments.
- 8.12 Religious Observance and relationships and sex education (RSE): Brentwood School is designated as a school with a religious character and your child is expected to attend Chapel services. Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the Collective Worship Policy and Curriculum Policy.

9. The Parents' Obligations

- 9.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Headmaster and the School staff need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- 9.2 Examples of co-operation and assistance we require. You shall cooperate with the School and School staff in good faith, and including by:
- 9.2.1 Supporting the School in upholding its core values of Virtue, Learning and Manners by advocating these values to your children, through your interactions with School staff and in your representation of the School to other parents and those in the wider community.
 - 9.2.2 Maintaining a courteous, constructive, and honest relationship with School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate;
 - 9.2.3 Encouraging and actively monitoring your child's appropriate use of social media to encourage responsible and appropriate representation of themselves, their friends and family and their School.
 - 9.2.4 Encouraging your child in their studies, giving appropriate support at home, and ensuring your child attends school;
 - 9.2.5 Keeping the School up-to-date and informed about matters which affect (or may affect) your child (including circumstances which arise at any time that affect (or may affect) your ability to pay the fees and supplemental charges, any changes to their immigration status, and information relating to your child's health or special educational needs or medical conditions);
 - 9.2.6 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 (which may include information relating to your child's health or special educational needs or medical conditions), or changes to any of them, are not withheld and are shared in a timely and transparent manner;
 - 9.2.7 Engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and
 - 9.2.8 Attending meetings and keeping in touch with the School where your child's interests so require.

- 9.3 *You must notify us of your child's health/medical conditions or special educational needs.* **It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child.** You must inform the School of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same. 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 16.1.2 below.
- 9.4 *Circumstances where we may require you to keep your child away from the School.* If the School so requires, due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances, we will try to continue providing education to your child remotely during such period (including, for example, by making available to you/your child work assignments electronically).
- 9.5 *You must notify us of any special arrangements needed for your child.* You undertake to inform the School of any situations where special arrangements may be needed in relation to your child, including in relation to their education or welfare.
- 9.6 *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; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you shall (whether upon request or otherwise) **promptly provide the School with copies of the relevant court order(s) or undertaking(s)** (or the relevant parts of them) having obtained the permission of the court if necessary.
- 9.7 *Expectations concerning parental behaviour.* You may be excluded from School premises if the Headmaster, acting in a proper manner, considers such exclusion to be in the best interests of your child or of the School. Serious or persistent misconduct by you will justify the Headmaster in requiring the removal of your child in accordance with Clause 7.4.1.
- 9.8 *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. This form will nominate a 'responsible adult' (or 'educational guardian') for your child who, amongst other things, can be contacted if the School is not able to contact you (in order to make decisions relating to your child) and who can look after your child in your absence. If your child's visa is sponsored by the School as a Child Student this is a requirement of their visa. This clause applies throughout the period of schooling regardless of age.
- 9.9 *We are entitled to expect that parents have consulted with each other regarding decisions relating to their child.* You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that the School is entitled to assume that you have consulted with each other so far as

significant decisions regarding your child are concerned. Accordingly, subject only to Clause 9.10 below, you (and each of you) accept that the School is entitled to treat:

9.9.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

9.9.2 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.

9.10 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 Clause 3.1, 4.9, 5.1 or 5.2), must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).

9.11 You must notify us of your child's absence from School. The School must be informed as soon as possible of any reason for your child's absence from School. You can do this by contacting the School via *MySchoolPortal*. Wherever possible the School's prior consent should be sought for absence from the School. Where this is not reasonably provided, then your child's absence may be deemed unauthorised. Holidays may not be taken during term time other than in exceptional circumstances and with the express permission of the Headmaster.

9.12 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 24 (twenty-four) hours three (3) consecutive days during term-time, then you must inform the School 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.

9.13 You must notify us if your child does not have the automatic right to study in the United Kingdom. You must inform the School immediately if your child requires a visa to attend school in the United Kingdom. In addition, you undertake to provide accurate contact information and must notify the School of any relevant changes. This includes ensuring the School is always in possession of accurate contact information, including the current address, telephone number and email address for parents and guardians and notification of any changes to your child's immigration status in the United Kingdom. Where the School acts as the sponsor for the visa application you undertake to cooperate with our nominated agency and to apply for the visa without delay. In the case of children who have been sponsored for a United Kingdom visa by the School, a failure to supply necessary information or co-operate with our nominated agency may lead to a withdrawal of sponsorship and a curtailment of your child's visa. Where your child does not have the legal right to study in the United Kingdom, the School will terminate the agreement with immediate effect.

9.14 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.

10. **Boarding (Senior School only)**

- 10.1 **Medical matters.** Each boarder, unless otherwise agreed by the Headmaster, will be registered on the National Health Service list at a local Surgery.
- 10.2 **Removal from Boarding.** The Headmaster may at any time require the removal of the pupil, temporarily or permanently, from boarding in any of the circumstances described at Clause 7.1 or 7.4 above. When Clause 7.1 or 7.4.1 is invoked, there will be no refund of fees for the balance of that term.
- 10.3 **Travel arrangements.** The School reserves the right to charge all administration and other expenses including staff supervision where the School has to make travel or other arrangements for the pupil before, during or at the end of a term.
- 10.4 **Fees in Lieu of Notice.** Fees in Lieu of Notice means Fees in full at the rate applicable for the next Term following withdrawal by the parents on less than the period of Notice as stated elsewhere in these terms and conditions. For the avoidance of doubt the rate of fees in lieu for a boarder is the amount of boarding fees applicable for the next Term following withdrawal.
- 10.5 **Your responsibility to appoint a suitable Guardian.** When both parents reside outside the United Kingdom, parental responsibility must be delegated to a suitable approved adult over the age of 25 years who has agreed to take full responsibility for the pupil when not at school and who can, if necessary, come to the School within 24 (twenty-four hours), where a child is unwell or the Headmaster has otherwise required the child to be removed from boarding. Guardians must comply with the conditions set out in the School's Guardianship Agreement. The School must be notified in writing if it is intended that a boarder will reside in the UK with a Guardian or other person who is not a close relative for more than 28 days during school holidays. In such instances, the School is required to inform the Local Authority.
- 10.6 **Residence during Term Time.** Boarding pupils must live in the School premises set aside for boarding and must not leave the premises without the express permission of the appropriate Housemaster.
- 10.7 **Leaving School premises.** The School expects overseas boarders to reside with their Guardian at any time when the school site is closed during term time and during School holidays when not returning home. A boarding pupil is required to complete a form prior to departure indicating whether they are returning home or to their Guardian. They must specify mode of travel and the full name, address and contact telephone number of the responsible adult over the age of 25 years who will be responsible for them. Boarders are not permitted to stay with siblings, family members or friends under the age of 25 years unless under the supervision of their Guardian. The School reserves the right to deny permission for overnight stays if, in its opinion, there is a risk to a pupil's welfare or safety. Parents of boarders studying under visas sponsored by the School are required to inform the school of movements by the student whilst he/she is in the UK, including accommodation and supervision arrangements during holidays, Exeat and half term breaks. The School ceases to be responsible for boarders once they leave the school premises, having signed out to either return home or to stay with their Guardian or approved responsible adult. Boarders are required to be in School from the beginning of term and remain until the end of term, except by the express agreement of the Headmaster.
- 10.8 **Boarding House Rules and Regulations.** Boarding pupils must abide by rules and regulations issued by the boarding house staff.

10.9 Change of Address and other Changes in Personal Circumstances. It is particularly important that the School holds current and accurate details of a boarder's home address and the contact details at which the boarder's parents and guardian can be reached. In accepting this contract, you undertake to ensure that the School is provided with up-to-date information.

11. Insurance

11.1 Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises. Your child is included in an obligatory personal accident insurance scheme, which provides defined benefits for death and permanent loss or disability, the charge for which is included in the fees. Optional schemes are available for the payment of fees due to absence of your child, personal effects insurance and private health insurance. Details of these schemes are available from the Bursary upon request. You are strongly advised to take out the School's or your own personal effects insurance as the School does not, accept responsibility for accidental injury or loss of property.

11.2 Your child's responsibility for personal possessions. Your child is responsible for the security and safe use of all personal property and is responsible for ensuring that all such property is clearly marked with your child's name. Your child may not bring any item of equipment onto school premises which runs off mains electricity without the prior written permission of the Headmaster.

11.3 Your responsibility to take due care of any digital device issued to your child. Any fault or malfunction pertaining to iPads and other digital devices issued to your child by the School must be reported immediately to the IT Systems department to avoid invalidation of the device's warranty. School iPads are leased by the School and must be returned in good working condition at the end of the lease period or earlier if your child leaves the School. **You will be charged** if your child's digital device, case, plug, charging cable and other accessories are not returned in good working condition. **You will be charged** for the issue of a new iPad should your child lose or mislay their School-issued device. You may wish to take out your own insurance to cover such charges.

PLEASE READ THIS NEXT SECTION CAREFULLY – *Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain choices relating to their personal data themselves. Parents' views remain important, but sometimes the law will require us to give more weight to the decision the child makes about his or her own privacy.*

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

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

12.1 References 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 or, where applicable, to any prospective employer. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for

any loss you are, or your child is, alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.

12.2 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 audio-visual recordings (including recordings of lessons if made), both whilst your child is at the School and after he or she has left, for the purposes of:

12.2.1. Managing relationships between the School and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration, providing references and processing of fees; and

12.2.2. Promoting the School to prospective pupils/parents, publicising the School's activities and communicating with the school community and the body of former pupils.

In respect of sub-clauses 12.2.2, 12.2.3 and 12.2.4, this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and the School's social media channels.

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

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

12.3.2 Inform the School of any change to your 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.

12.4 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 requirement or obligation (for example, under Data Protection Law).

12.5 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 amended or superseded) and other related legislation. We will process such personal data:

12.5.1 as set out in this Clause 12, and in the School's Privacy Policy which is available on the School's website as may be amended from time to time;

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

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

12.6 As a 'Student Sponsor' we need to provide certain information to the Home Office either directly or via our visa administration partner. In order to comply with our responsibilities as a licensed Student Sponsor for immigration purposes, we may need to provide information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor your child or not). Such information may include information about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated).

13. **Intellectual Property Rights**

Recognising these rights. We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

14. **Changes in Ownership**

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling which is at the end of Year 6 for pupils in the Preparatory School and the end of the Upper Sixth for pupils in the Senior School).

15. **Ending this Contract**

15.1 Our rights to end the contract. The School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

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

15.1.2 Your child is permanently excluded from the School under Clause 7.1.;

15.1.3 You are required to remove your child from the School, including circumstances where you (as opposed to your child) act in such a way as to give the Headmaster cause to remove your child from the School under Clause 7.4.1 of this contract;

15.1.4 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, delay 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);

15.1.5 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;

15.1.6 You fail or refuse to provide us with information we consider to be satisfactory as to your identity or residence, your child's identity, your child's right to enter, live and study in the United Kingdom, or the source of funds you are using to pay the fees, as required under Clause 4.21. Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided. For example, your child may not be permitted to attend school unless and until they have a valid visa or other evidence of the right to study;

15.1.7 you (or either of you):

- (a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
- (b) repeatedly or persistently fail to pay the fees on time;
- (c) are otherwise unable to pay your debts as they fall due;
- (d) are the subject of a bankruptcy petition or order; or
- (e) you enter into an individual voluntary arrangement;

15.1.8 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 Headmaster'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.

15.2 Your rights to end the contract. You may at any time cancel this contract forthwith by notice in writing to the School if:

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

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

15.3 When this contract will end if not terminated early. For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or the end of your child's schooling, whichever is later. This is usually at the end of Key Stage Two for pupils in the Preparatory School and at the end of the Upper Sixth for pupils in the Senior School or at the end of Year 11 if your child does not meet the requirements imposed under Clause 8.1 and set out in the Progression Policy for entry to the Sixth Form).

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

16. **Events outside of our, your, control**

16.1 What we mean by an 'event outside of our/your control'. We mean any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or government order, rule, regulation, guidance 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 17 we shall refer to these as an '**event**'.

- 16.2 What happens if we are affected by an event outside of our control. If an event 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, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances, the School shall try during the continuance of the event to provide educational services (including by providing appropriate educational service remotely).
- 16.3 Events lasting more than 6 months. If the School is wholly and completely prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice and without giving a term's notice or paying fees in lieu of notice.
- 16.4 What happens if your child is affected by events outside of your control. Subject to Clause 4.20, if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- 16.4.1 In consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
- 16.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 16.4.1 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 any obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
- 16.4.3 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 (whether at School or remotely) 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.

17. Communications between you and the School

- 17.1 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.
- 17.2 We will use the contact details held by the School to contact you. Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**
- 17.3 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 Headmaster and either:

17.3.1 Sent by email to the school using this email address: headmaster@brentwood.essex.sch.uk;
or

17.3.2 sent to the School for the attention of the Headmaster by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.

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, 4.9, 5.1, 5.2 or 5.4 of these terms and conditions you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term time) and 7 days (during a school holiday period) after sending the notice.

18. The Law that applies to this contract and where legal proceedings may be brought

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

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

19. Changes to these Terms and Conditions

19.1 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. For example, if the updated terms and conditions are to take effect at the start of the Michaelmas Term, we will notify you before the end of the preceding Lent Term.

THE SCHOOL RULES

(Updated December 2023)

IMPORTANT – The School Rules are the body of rules and policies which set out our expectations concerning conduct and behaviour, 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. In accepting a place at the School parents agree that they and their child shall observe and be bound by them. You should draw the School Rules to the attention of your child.

The latest version of the School Rules can be found as **Annex A to the Behaviour Management Policy** on the School website: <https://www.brentwoodschool.co.uk/we-are-brentwood/reports-policies>.

Introduction

Our values - Virtue, Learning and Manners - were written into the School Statutes in 1622. They are the basis for the conduct of all members of the School community and underpin our rewards system as well as the School Rules.

School Rules

We have only one School Rule: that all pupils (and indeed members of staff) should uphold the School's values of Virtue, Learning and Manners by following the Pupil Code of Conduct, or the Golden Rules for pupils in EYFS and KS1, when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing the School.

By signing the Acceptance Form to the Parent Contract, parents agree to draw the School Rules to the attention of their child and agree that they and their child shall observe and be bound by the School Rules, which may change from time to time.

Rewards and Sanctions

The School's Rules are designed to promote excellent behaviour and personal responsibility so that all pupils can learn in a calm, safe and supportive environment. These are supported by our rewards and sanctions which are set out in Annex B.

The Pupil Code of Conduct

This is in place to provide pupils in the Senior School and in the Prep School with a framework to help them uphold the School Rule. The lists provided in each section of the Code of Conduct below are not exhaustive but are examples of the conduct we expect of all our pupils.

As pupils we aspire to uphold the School community's shared values, Virtue, Learning and Manners, we have high expectations of our conduct and that of others and take responsibility for our own behaviour. We aim to develop the attributes of the Brentwood Learner profile, enjoy our learning, work hard and achieve the best possible academic outcomes as well as making the most of the wide range of opportunities outside the classroom available to us, so that we can become the best version of ourselves.

Virtue

We will develop our character and moral purpose by "doing the right thing even when no-one is looking" and we will:

- Treat all members of the School community and ourselves with kindness, consideration and respect;
- Celebrate the successes and achievements of others;
- Take responsibility for our own conduct and behaviour and 'Do the right thing, even when no-one is looking';
- Be honest and show personal integrity;
- Be good ambassadors of the School when in uniform or when identifiable as a Brentwood pupil, including when travelling to and from the School site, representing the School at fixtures and when on School trips or visits or participating in other School events or activities;
- Act as role models to our peers and younger pupils;
- Call out, and be an upstander to, the poor behaviour of others;
- Follow the Anti-Bullying code;
- Not bring into School any prohibited items or items banned by the School Rules as listed in this policy in order to keep ourselves and those around us safe;
- Adhere to the School's Drugs and Alcohol policy;
- Use digital technology appropriately and with due care and regard for our own safety, privacy and dignity as well as that of others and follow the Whole School Network Acceptable Use policy and iPad Student Acceptable User Agreement:
 - We understand that if they are used inappropriately, iPads will be confiscated and sanctions applied.

Learning

We will acquire the knowledge and skills we need to flourish in an ever-changing world and to achieve this we will:

- Develop the Brentwood Learner Profile Attributes;
- Engage fully with our learning and not disrupt the learning of others;
- Follow the Brentwood School Pupil Conduct Guidance and will:
 - Arrive promptly for lessons and other School activities, including assemblies;
 - Where practical, line up in an orderly fashion outside classroom until the teacher arrives;
 - Be fully prepared for your lesson with all of the necessary equipment as outlined by the teacher;
 - Prepare for the lesson by unpacking books and stationery and wait until the teacher invites us to take our seats;
 - Be focused and ready to learn as soon as we enter the classroom;
 - If we arrive late to class once the lesson has started, we will knock at the door of the classroom and wait for the teacher to invite us to enter;
 - Raise our hand before speaking and not speak over our peers or a member of staff;
 - Fully engage in the lesson by maintaining focus and dedicating our best effort to all activities;
 - Not move from our seat unless given permission to leave by a member of staff;
 - Have all set homework, ready for submission in the format the teacher has requested;
 - At the end of the lesson we will wait quietly for the teacher to dismiss us and not pack up our materials until told to do so.
- Have due regard for personal safety, in particular by following the safety codes which apply to laboratories and workshops and in P.E.;
- Engage fully when participating in co-curricular and other School activities;
- As Senior School students, keep our Passport to Success on us during School hours;
- As Prep School pupils, keep our Passport to Success safely in our Form Room.



others;
the

Manners

We behave positively in our interactions with others, we treat others the way we would wish to be treated and we will:

- Be polite and considerate to all members of the School community;
- Be polite and considerate to members of the general public when off the School premises, for example by not blocking the pavement when in the High Street or on a School trip or visit;
- Follow the [Uniform and Appearance Regulations](#) at all times when on the School site or representing the School, including when in uniform going to and from School, unless specific permission has been given by a member of staff;
- Look after our own belongings, respect the property of others and act responsibly around School property;
- Not walk around with iPads open and, if in the Senior School, will keep them in our bags when moving between lessons;
- Move calmly and considerately around the School site and stick to designated pathways;
- Keep to the left in corridors and stairwells;
- Refrain from running or playing ball sports anywhere apart from on the School fields or the Prep Astro;
- Follow the rules for use of the School fields and not access the playing fields across the Shenfield Road and Middleton Hall Lane which are out of bounds to all pupils unless supervised by a member of staff;
- Not use mobile phones (or equivalent personal electronic devices) on the School site, during any activity, fixture, trip or visit, without the permission of a member of staff and we follow the rules for the use of mobile phones (or equivalent personal electronic devices) below:
 - In the Prep School, only those children walking home or using the bus are permitted to bring a mobile phone to school;
 - During school hours mobile phones may not be used once pupils have entered the school and can only be used again when they have left the site;
 - Pupils must take responsibility for the security of their phone, either by keeping it on their person or locked away safely during the school day;
 - Any permitted use of mobile phones or equivalent personal electronic devices must be in line with the School's ethos and policies, including the Safeguarding, Anti-bullying, Behaviour, iPad Student Acceptable Use Agreement and Whole School Network Acceptable Use policies. The School has a zero-tolerance of cyber-bullying);
 - If they are used inappropriately, mobile phones will be confiscated and sanctions applied.
- As Senior pupils, sign in at the Headmaster's reception, or as Prep pupils, at Prep Reception, if we arrive late for School;
- As pupils in the Prep School:
 - not leave the premises during the school day without the express permission of a member of staff, and only if collected by a parent or appropriate adult, for example for a medical appointment;
 - sign in and out at the Prep Reception.
- As pupils in Years 7-11:
 - not leave the premises during the school day without the express permission of the Head of Year, member of the Learning Support Department, School nurse, Director of Pastoral Care and Safeguarding or member of the Senior Leadership team;
 - sign in and out at the Headmaster's Reception if we have been authorised to leave the site during the day, for example for a medical appointment.
- As Sixth Formers:
 - sign in and out in Otway (Ground Floor) if we leave the premises during the lunch period or have been given express permission to leave at other times by the Headmaster, Director of Sixth Form or Head of Year (Sixth Form) ;

- sign in and out at the Headmaster's reception if we have been authorised to leave the site during the day, for example for a medical appointment;
- not leave the premises at other times without the permission of the Headmaster, Director of Sixth Form or Head of Year (Sixth Form).
- Not return to the School site at the end of the School day unless for a School event when there is staff supervision;
- As Sixth Formers, not drive onto or park on the School site;
- Not share the gate code or our Tuck Shop cards or give entry to the School to others for everyone's safety - all visitors to the School must sign in and out via the Headmaster's reception unless attending a School function supervised by staff or other event authorised by the School;
- Respect and protect our environment:
 - We will play our part in reducing waste and conserving energy around the School site;
 - We will clear up after ourselves, for example when leaving the Tuck Shop or Dining Halls;
 - We will not bring fast food onto the School grounds unless authorised to do so and supervised by a member of staff, for example, before a School event;
 - We will not chew gum;
 - We will respect the School grounds and not litter, graffiti or commit vandalism of any kind;
 - We will pick up litter around the School site even if it isn't ours.

In Foundation and Reception (EYFS) and Years 1 and 2 (KS1), the Golden Rules below help the youngest pupils to follow the School's Rule and uphold our values of Virtue, Learning, Manners.

Golden Rules

Virtue

- Be honest - always tell the truth
- Respect others and their property - look after things and use them carefully
- Care for the environment - keep the School tidy
- Respect yourself - look smart at all times

Learning

- Work hard and try your best – make the most of your time and opportunities
- Listen to people – give people time to get their opinions across
- Be organised and on time for lessons

Manners

- Be gentle
- Be kind and helpful – always consider other people's feelings
- Be thoughtful – treat others as you would like to be treated
- Be courteous in the way you interact with others

THE SCHOOL'S POLICIES AND PROCEDURES

More information on the Schools Values, Aims & Ethos can be found on the school website:
<https://www.brentwoodschool.co.uk/we-are-brentwood/our-aims-ethos>

IMPORTANT – The latest version of the School's policies and procedures, which do not form part of our contract with you, can be found on the School website:

<https://www.brentwoodschool.co.uk/we-are-brentwood/reports-policies>.

These include, but are not limited to, the following:

- Academic Enrichment Policy
- Academic Integrity Policy
- Accessibility Plan
- Admissions Policy
- Administration of Medicines Policy
- Anti-Bullying Policy
- Assessment Policy
- Attendance Policy
- Behaviour Policy, including:
 - Annex A - School Rules
 - Annex B – Rewards and Sanctions
 - Annex C – Arrangements for Exclusion
 - Annex D – Pupil Searches and the Confiscation of Pupil Belongings
- Bursary Policy
- Collective Worship Policy
- Commercial Sponsorship Policy
- Complaints Procedure
- Curriculum Policy
- Drugs and Alcohol Policy
- Environmental Sustainability Statement
- Equal Opportunities Policy
- First Aid Policy
- Health and Safety Policy
- iPad Student Acceptable User Agreement
- Languages Policy
- Modern Slavery Statement
- Network Acceptable Use Policy

- Privacy Notice
- Progression Policy
- Recruitment Policies
- Relationships & Sex Education Policy
- Risk Assessment Policy
- Safeguarding Policy
- Special Educational Needs and Disabilities Policy
- Teaching and Learning Policy
- Trips and Visits Policy
- The School's dress and appearance regulations can be found on the School Shop Website:
<https://www.brentwoodschool.co.uk/our-community/parents/uniform-shop>

***If you are unable to find any document please apply by email to the School office:
adminteam@brentwood.essex.sch.uk***