



Brentwood School

The Contract between Brentwood School and the Parents of Pupils Attending Brentwood 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 Ian Davies MA FRSA (Oxon) [to 31 August 2019]
Headmaster: Mr Michael Bond BA (Hons) [from 1 September 2019]
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Brentwood School Senior School
Middleton Hall Lane
Brentwood CM15 8EE

Updated January 2019
Effective for New and Current Parents from September 2019

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Chairman of Governors: Sir Michael Snyder DSc FCA FRSA

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Middleton Hall Lane, Brentwood, Essex CM15 8EE

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 in an effort 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

¹ In order to cope with the academic and social demands of the School, pupils must be able to speak fluent English (age appropriate). The School assesses competency in English Language, both as part of its Entrance Examinations and, for students from overseas, as required by the Home Office.

documents are available on the School's website and are otherwise available at any time from the School upon request.

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 to discuss.

1. **Definitions**

- a. *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. Please take note of them.

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

"**child**" means a child of whatever age admitted by the School to be educated and includes any pupil 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 1c below.

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

"**fees**" means the termly fees set out in the *Schedule of Fees*;

"**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 Bursar;

"School Rules" means the rules of the School, as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the then current version of the rules is included in the booklet sent to parents with the Acceptance Form and is provided to each child on entry. The most up-to-date version of the rules are included within the Behaviour Management Policy on the School's website;

"School Trips Consent Form" means the form provided by the School for parents to complete, providing consent for their child to attend routine trips and other activities that take place off school premises for the duration of their schooling;

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

"a term's notice" means **written** notice (see also section 18) given not later than the first day of the term preceding the term to which the notice relates;

"terms and conditions" means these terms and conditions 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;

"we", **"us"** or the **"School"** means the legal entity carrying on as Brentwood School as identified in Clause 1b below and

"you" or the **"parents"** means each person who has signed the Acceptance Form as a parent of 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.

Also in these Terms and Conditions we use headings to introduce the separate provisions. These headings are for ease of understanding only.

- b. 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.

- c. Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **School Rules**, the **School Trips Consent Form**, and these **terms and conditions** (as in each case may be varied from time to time) form the terms of an agreement (the “**contract**”) between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.
- d. **Agency:** All requests and authorities by those with parental responsibility are treated as being made on behalf of the pupil.

2. **Acceptance and Deposit**

- a. 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.
- b. The non-refundable status of the deposit. **The deposit is not refundable if your child does not take up a place at the School.** The exception to this is where the School fills the vacancy created by your child’s withdrawal, in which case the School shall refund the deposit to you **less** its costs in administering your dealings with the School or a reasonable estimate of those costs. You should be aware that, in the event of a late withdrawal, it is very unlikely that the School would be able to find a replacement.
- c. How we use the deposit. The deposit will form part of the general funds of the School whilst you child remains a pupil at the School. No interest is payable in respect of this retained deposit.
- d. What charges may be deducted from the deposit. 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.
- e. Reimbursement of the deposit. If your child is leaving Brentwood School at the end of a term or otherwise, 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, scholarships and facilities 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 (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 should be paid. This usually means that, for example, 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, the School will retain the deposit until this is resolved.

- f. Moving from the Preparatory School to the Senior School. 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. For the avoidance of doubt, the deposit must also be paid by the parents of pupils moving from the Preparatory School to the Senior School. The deposit you paid to secure a place at the Preparatory School will be returned to you in the first term's bill for the Senior School subject to Clause 2e.
- g. Entering the Lower Sixth Form and the Upper Sixth Form. It is assumed that a pupil in the Fifth Year 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 (see Clause 7dii). The deposit you paid to secure a place at the Senior School will be retained until your child leaves the School, at the end of the Sixth Form or otherwise.

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 schooling for their children as it means we are less likely to fill the place. 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.**

If you withdraw your acceptance of a place, or are prevented from your child taking up the place as a result of non-availability of a visa (see also paragraph 9 l), the following provisions apply:

- a. The period of notice we require. **If you wish to withdraw your acceptance of a place AFTER submitting the Acceptance Form and paying the deposit 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).

- b. ***If we receive that period of notice. If you provide that period of notice, you will lose the deposit (subject to repayment under Clause 2(b) above if the resulting vacancy is filled by the School) but no further fees will be payable.*** This means that the School will retain the deposit and not refund it to you unless and until the vacancy created by the withdrawal of your child has been filled (and, if it is to be refunded, then an amount will be deducted from the deposit to cover the School's costs in administering your dealings with the School or a reasonable estimate of those costs). In any event, in such circumstances you are not required to pay any further fees or other amounts to the School.
- c. ***If we do not receive that period of notice. If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is received at all), a term's fees shall be payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School shall credit the deposit (without interest) to such payment of the term's fees you will owe us (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any scholarships or bursary awarded to you.***

4. **School Fees, Supplemental Charges and Payment**

- a. ***What the fees include.*** All the costs incurred in the usual course of the education by the School of your child, including 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).
- b. ***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 in advance that your child may participate, will be supplemental to items met by the fees and charged for 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 charges, including charges associated with the cost of invigilation where required by Examination Boards, shall be charged as supplemental to the fees. Additional charges incurred by the School in providing for the special educational needs of your child and other costs notified to you by the School may also be charged as supplemental to the fees.
- c. ***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 or invoice such items separately.

- d. 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.

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

- e.
- (i) **Who is Responsibility for ensuring payment:** Each of you who has signed the *Acceptance Form* is liable for and must ensure that all of the fees due and any and all 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 of you remains liable to the School for all of the fees and supplemental charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. Each person who signs the *Acceptance Form* has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid, unless varied by a Court Order (a copy of which has been supplied to the School). In practice what this means is that if fees or supplemental charges have not been paid to the School then, in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent. This means that an agreement with a third party (such as an employer, grandparent, step-parent without parental responsibility or third party credit provider) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.
- (ii) 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.

- (iii) How can one person remove him/herself from their payment responsibility. A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice but that person **must** obtain the prior written consent of **both** the School and the other person who has signed the Acceptance Form.
- (iv) How scholarships and bursary awards are treated. If your child has been awarded a scholarship or bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. **Every scholarship and bursary is subject to high standards of behaviour, attendance and work and an award may be withdrawn with immediate effect in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Headmaster, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.** Where it appears likely to the Headmaster that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you.
- (v) How the fees are charged and payment requirements. The Governing Body sets the fees as an annual charge. However, for convenience, this annual fee is collected in three (3) equal instalments prior to the start of the Michaelmas, Lent and Trinity Terms. **Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term.** Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 4(e)(i) above). The fees must be paid in full by direct debit or direct bank transfer on or before the first day of the term to which the invoice relates. **We may not allow your child to attend the School if you do not pay on time.**
- (vi) Payment of supplemental charges. Any and all supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be invoiced with the fees and **must be paid in full before the first day of the then forthcoming term.**
- (vii) 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.

- (viii) The School is 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.*

- f.
- (i) *Non-payment of fees: refusal to allow your child to attend school.* **We reserve the right to refuse to allow your child to attend the School or to withhold any references, information or property while fees and/or supplemental charges remain unpaid or there is a persistent default by you to pay the fees and/or supplemental charges 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 deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable
 - (ii) *Non-payment of supplemental charges: refusal to allow your child to participate in the relevant activity.* **We reserve the right to 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.**
 - (iii) *We can make an administrative charge if you pay late.* We will make an administrative charge at the rate set by the Governing Body from time to time and promulgated to parents in the Schedule of Fees. This charge shall accrue on a daily basis 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 administrative charge together with the overdue amount.**
 - (iv) *We can recover our costs for recovering late or non-payments.* You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the School's favour).
 - (v) *We can notify other educational institutions of your outstanding payments.* **We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or 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.*

- g. Our ability to increase the fees: We will review our fees during the course of your child's education (usually annually) and may increase them. We will try to provide as much notice as possible of any increase in the fees. (However, in an attempt to keep fee increases 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).
- h. 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 if a term is shortened or a vacation extended. If your child takes study leave at home before or during public examinations or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.
- i. How fees are discharged under our 'Composite Fee Account Scheme' and your continued responsibility to pay any outstanding or additional amounts still owed to the School. Without limiting the effect of the foregoing provisions of Clauses 4a, 4b and 4c, where you and the School have entered into an agreement incorporating the Composite Fee Account Terms and Conditions such that you have made a capital payment in respect of all or part of the fees due under this contract, the School will administer such capital sum to meet the fees pursuant to the Composite Fee Account Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the School under the Composite Fee Account Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. For the avoidance of doubt, the School shall provide a termly invoice in respect of the fees and supplemental charges. In addition, the school will provide an annual statement of account in advance of the Michaelmas Term each year and the difference shall 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 to cover the School's losses. 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

- a. Notice to withdraw your child from the School. **If you wish to withdraw your child from the School (other than at the normal leaving date), 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. 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 (ie, the final term of the preceding academic year).

- b. Occurrences Requiring a Term's Notice. **A term's notice must be given in writing if you wish to cancel a place which you have accepted for your child, or if you wish to withdraw a pupil who has entered the School; or, if following the Fifth Form or Lower Sixth Form, the pupil will not return for the following year where he/she has satisfied the academic criteria; or the pupil wishes to transfer from boarding to day-only attendance. If you wish to change your child's place at the School from a boarding to a day place you shall either give a term's notice or shall pay to the School the difference between the boarding and the day fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.**
- c. When the relevant amount in lieu of notice must be paid. In cases under (a) or (b) above, the appropriate sum in lieu of notice will become payable by you to us as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.
- d. 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 shall 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, unless otherwise specified.
- e. 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 5d).**

6. School Rules

- a. You accept the Headmaster's Authority. You accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Headmaster. The Headmaster is responsible for the care and good discipline of pupils while they are in the charge of the School or its staff and for the day to day running of the School and the curriculum. The Headmaster is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of school discipline, and removal or expulsion under the Clauses below. You confirm that you accept the authority of the Headmaster and of other members of staff on the Headmaster's behalf to take all reasonable disciplinary or

preventative action to safeguard and promote the welfare of each pupil and the School community as a whole.

- b. Your child must comply with the School Rules. We attach importance to courtesy, integrity, manners and good discipline. Your child is expected to take a full part in the activities of the School, to be punctual, to work hard and to be well-behaved. It is a condition of remaining at the School that you and your child comply with the School Rules. In addition, you promise to 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).
- c. 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 policy and as set out in the School Rules.** The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- d. Monitoring your child's email communications, internet use, and use of social media. **The School may, subject to applicable data protection legislation, monitor or restrict your child's email communication, internet use, and use of social media.** We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7. Suspension, Exclusion and Required Removal

- a. The 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 or those of your child or other children.
- b. 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.
- c. 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.

- d. The Headmaster's discretion to require you to remove your child from the School. The Headmaster may in his or her discretion require you to remove your child from the School if the Headmaster considers that:
- (i) **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the well-being of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract or because we have a legal right to end the contract because of something you have done wrong;
 - (ii) 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. If this happens, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.
- e. What happens if your child is suspended, excluded or removed from the School.
- (i) Should the Headmaster exercise his or her right under either Clause 7a or Clause 7d(i) 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 or suspended and (save in the case of suspension) the deposit will be forfeited meaning that the School will retain the deposit. If you are required to remove your child from the School as a result of the Headmaster exercising his discretion under Clause 7d(ii) then the deposit will be credited in the usual way (see Clause 2(c)).
 - (ii). If your child is expelled from the School 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 expulsion/required removal will be refunded.
- f. Impact of exclusion or required removal on this contract. Provided you have paid the School's final invoice, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.
- g. Your right to have disciplinary matters or decisions reviewed. You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Headmaster under this Clause 7 reviewed. Any such review shall be governed by the Complaints Procedure. This is made available on the School website or on application to the School. If parents request a review by the Complaints Panel in relation to the

School exercising its right under Clause 7, the pupil concerned may be suspended from School until the Panel has investigated the complaint and made a decision to either set aside or uphold the Headmaster's decision to permanently exclude or remove the pupil. While suspended, the pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Headmaster.

8. The School's Obligations

- a. 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 from the time of joining the School until the end of his or her secondary schooling. However, 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 the results of GCSE or equivalent examinations are known, and make entry to the Sixth Form conditional upon the results of such examinations.
- b. 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).
- c. Consent to participation in contact sports and activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- d. What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will, if practicable, attempt to obtain your prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf, if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified to us you object to blood transfusions)).**
- e. Our right to make changes at the School. Our 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 the curriculum or the manner of providing education for your child (including by providing such education remotely whilst your child remains at home, for example, where the School is required to close all or part of the School premises).

- f. We will give you notice of significant changes. We will give you notice of any changes at the School that we regard as significant to your child's education. 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.
- g. Monitoring your child's progress at the School. We shall monitor your child's progress at the School and produce regular written and oral reports, which include annual Parents' Evenings. Information supplied to parents, and others, concerning the progress and character of a pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. **We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions.** A formal assessment can be arranged either by you or by the School, at your' expense. **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.**
- h. Religious Observance: Religious observance at the School shall be conducted in accordance with the School Rules.

9. The Parents' Obligations

- a. We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Headmaster and the School staff need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- b. Examples of co-operation and assistance we require. You shall cooperate with the School and School staff in good faith, and including by:
 - (i) maintaining a courteous constructive, and honest relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract);
 - (ii) encouraging your child in his or her studies, and giving appropriate support at home;
 - (iii) keeping the School up-to-date and honestly informed of matters which affect (or may affect) your child (including circumstances which arise at any time that affect (or may affect) your ability to pay the fees and supplemental charges for your child);

- (iv) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
 - (v) providing co-operation and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and
 - (vi) attending meetings and keeping in touch with the School where your child's interests so require.
- c. *You must notify us of your child's health/medical conditions or special educational needs. It is a condition of your child's joining 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 14(a)(ii) below.
- d. *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).
- e. *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.
- f. *You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child and provide us with copies of them.* You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing;

and/or (iii) the payment of fees and/or supplemental charges. 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).**

- g. 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 7d(i).
- h. We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, subject only to Clause 9(i) below, you (and each of you) accept that the School is entitled to treat:
- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
 - (ii) Any communication from the School to one of you as having been given to both of you.

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

- i. We are entitled to require that notices of withdrawal must be signed by both parents. **A notice of withdrawal of your child served under this contract (i.e. under any of Clause 3, 4e(iii), 4g, 5a or 5b), 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).**
- j. You must notify us of your child's absence from School. The Headmaster must be informed in writing of any reason (other than sickness which must be reported to the School on the first day of absence via the 'Absence voice mailbox' or the Form Tutor or Class Teacher) for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- k. Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than 24 (twenty-four) hours 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.

- l. *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. Where the School acts as the sponsor for the visa application you undertake to apply for the visa without delay. You undertake to provide accurate contact information and to update this information as necessary so that the School is always in possession of a current address, telephone number and e-mail address for parents and guardians. Failure to do this may lead to the withdrawal of the visa by the Home Office. Where your child does not have the legal right to study in the UK and this cannot be regularised with the Home Office, the School will terminate the agreement with immediate effect.
- m. *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)

- a. *Medical matters.* Each boarder, unless otherwise agreed by the Headmaster, will be registered on the National Health Service list of the School Medical Officer.
- b. *Moving from Day to Boarding Status.* A change from day to boarding will depend on the availability of a boarding place at the time.
- c. *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 7a or d above. When Clause 7a or 7d(i) is invoked, there will be no refund of fees for the balance of that term.
- d. *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.
- e. *Fees in Lieu of Notice.* The fees in lieu rate for a boarder is the boarding rate applicable at the time.
- f. *Your responsibility to appoint a suitable Guardian.* When both parents reside outside the United Kingdom, parental responsibility must be delegated to a suitable 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.

- g. 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.
- h. Leaving School premises. The School expects overseas boarders to reside with their Guardian on Exeat weekends 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.
- i. Boarding House Rules and Regulations. Boarding pupils must abide by rules and regulations issued by the boarding house staff.
- j. 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 School is provided with up-to-date information.

11. Insurance

- a. You must make your own insurance arrangements. 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. In addition, you may wish to make your own private insurance arrangements. The School does not, unless negligent, accept responsibility for accidental injury or loss of property.

- b. *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 on to school premises which runs off mains electricity without the prior written permission of the Headmaster.
- c. *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 three year lease period or earlier if your child leaves the School. **You will be charged** if your child's digital device and case are not returned in good working condition and results in a charge from the Lease Company. **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.

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

- a. *We may provide a reference for your child.* We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us 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.
- b. *We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School.* This will include name, contact details, school records, photographs and video recordings, both whilst your child is at the School and after he or she has left, for the purposes of:
 - (i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
 - (ii) promoting the School to prospective pupils/parents;
 - (iii) publicising the School's activities; and
 - (iv) communicating with the school community and the body of former pupils.

In respect of (ii), (iii) and (iv), 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.

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

- (v) 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
 - (vi) inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.
- c. As Tier 4 sponsor we need your consent to us providing certain information to UKVI. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not).
- d. We will send information (eg, school reports) about your child to both of you as a matter of course. You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under Data Protection Law).
- e. Data Protection Law. The School will process personal data about you and your child in accordance with the Data Protection Act 2018. We will process such personal data:
- (i) 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;
 - (ii) in order to comply with any court order, request from or referral to an appropriate authority or legal, regulatory or good practice requirement; and
 - (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

13. Consent for School Trips

You consent to you child being taken on educational trips and visits. You agree, by signing the School Trips Consent Form, to your child being taken on such trips and visits, including matches, tournaments, adventurous activities and on other such excursions, lasting no more than one day, that from time to time are required in the course of their education. This includes visits during weekends, holidays or outside normal school hours. In the event of the outing lasting more than one day or incurring an additional charge separate consent will be required.

14. Intellectual Property Rights

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

15. Changes in Ownership

The circumstances in which we may transfer this contract to someone else. For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation we may transfer the undertaking of the School to another person or organisation. We will notify you if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

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

16. Ending this Contract

- a. Our rights to end the contract. The School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:
- (i) 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;
 - (ii) Your child is expelled from the School;
 - (iii) 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 7d(i) of this contract;
 - (iv) 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);

(v) You fail or refuse to complete and submit to the School a medical questionnaire in respect of your child;

(vi) you (or either of you):

(aa) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;

(bb) are otherwise unable to pay your debts as they fall due;

(cc) are the subject of a bankruptcy petition or order; or

(dd) you enter into an individual voluntary arrangement;

(vii) 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.

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

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

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

c. *When this contract will end if not terminated early.* For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or the end of your child's schooling, whichever is later. This may be at the end of the Fifth Form if your child does not meet the requirements imposed under Clause 2g, 5b and 8a for entry to the Sixth Form).

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

17. Events outside of our, your, control

a. *What we mean by an 'event outside of our/your control'.* We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil

commotion, compliance with any law or government order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 17 we shall refer to these as an 'event'.

- b. What happens if we are affected by an event outside of our control. If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event (and subject to Clause 17c), 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).
- c. Events lasting more than 6 months If the School is prevented from performance of 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.
- d. What happens if your child is affected by events outside of your control. Subject to Clause 4h, if your child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- (i) 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;
 - (ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be responsible for failing to perform your obligations (including any obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
 - (iii) If the event continues to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six (6) months you 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.

18. Communications between you and the School

- a. Notices must be in writing. When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- b. We will use the contact details held by the School to contact you. Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**
- c. How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Headmaster and either:
 - (i) Sent by email to the school using this email address: headmaster@brentwood.essex.sch.uk;
 - (ii) Delivered by hand to the School for the attention of the Headmaster;
 - (iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
 - (iv) otherwise sent to the School's address by first class post.

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(e)(iii), 4(g), 5(a), 5(b) or 5(d) 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.

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

- a. The law that applies to this contract. The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.
- b. Rights in relation to the enforcement of this contract. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

20. Changes to these Terms and Conditions

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

SCHOOL RULES (SENIOR SCHOOL)

*Annex A to the Behaviour Management Policy
(Ratified by the Executive Committee on 11th September 2018)*

Introduction

These School Rules, which embody the School's ethos, apply to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing the School, and also when boarders are in the company of day pupils at, or away from, School premises, or outside School hours. 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.

Rewards and Sanctions

The School's Rules are designed to encourage positive behaviour and self-discipline. These are supported by our rewards and sanctions which are set out in Annex B.

Virtue, Learning and Manners: The Code of Conduct

Brentwood School aims to provide a first class education for pupils between the ages of 3 and 18. As pupils we aspire to achieve the best possible academic results and, in addition, take part in a wide range of opportunities outside the classroom designed to produce pupils who are well qualified, thoughtful and caring, with skills of leadership and who are able to work with a variety of different people and with a sense of service to others.

To achieve these aims we are expected:

- to be honest, truthful, courteous and co-operative
- to be dependable and conscientious in our learning
- to respect other people and their property
- to be caring and appreciative of the environment
- to make the best use of our varied abilities and interests
- to exercise common sense
- to be clean and smart in appearance and to follow the school dress code (published separately)
- to have due regard for personal safety, in particular to follow the safety codes which apply to laboratories and workshops and in P.E.
- to remain on the school premises throughout the school day, unless specific permission is given to the contrary by the Head of Year
- to bring only items which are required for school activities, unless specific permission is given to the contrary by a member of staff
- to use digital technology appropriately and with due care and regard for our own safety and privacy as well as that of others
- to consume food and drink only in specified areas

The above guidelines are not intended to be an unreasonable form of restriction but are designed for the welfare of all and the smooth running of Brentwood School.

Behaviour and Conduct

General Conduct. The reputation and orderly running of the School is dependent on every individual pupil promoting good behaviour. Care and consideration for others, especially members of the general public, is of paramount importance.

To and From School. Others will judge the School by the way pupils behave on their way to and from School. Pupils are instantly recognisable and represent the School whilst in School uniform, or otherwise identifiable as a pupil at the School. We expect that they conduct themselves in an orderly fashion at all times when, whether walking in the street or travelling on public or private transport. Eating and drinking in the street is not permitted.

In the Grounds. At morning break, lunch time and after school, the grounds are available for exercise and leisure, weather permitting, but they must be used sensibly. The playing fields across the Shenfield Road and Middleton Hall Lane are out of bounds to all pupils unless supervised by a member of staff. All pupils must respect their environment and vandalism of any kind, graffiti and littering are not tolerated.

In School-Related Activities, including Off-Site Trips and Visits. Pupils must adhere to the School's Behaviour Policy and Regulations for Trips and Visits at all times and conduct themselves in an exemplary manner.

Leaving School Premises

Pupils in Years 1 to 5 may not leave the premises during the school day without the express permission of the Head of Year, Deputy Head, or Headmaster and then only during the lunch hour. Whenever pupils leave the school site during the normal school day they must sign in and out at the Courage Hall or Headmaster's Reception.

Pupils in the Sixth Form may leave the premises during the lunch hour but at no other time during the School day without the express permission of the Headmaster or Head of Sixth Form. The Headmaster permits Senior Praepostors to leave the site during timetabled free periods. Sixth Form pupils must sign in and out in Otway (Ground Floor).

Monitoring

If it becomes clear that a pupil's work or conduct is giving special cause for concern in class, the pupil may be specially monitored. This entails the formal monitoring of a pupil's progress by subject teachers, Form Tutor and Head of Year and direct liaison with parents and may include the use of a Pastoral Support Programme. Such monitoring should be seen as a useful learning tool rather than a punitive measure.

Religious Observance

Pupils attend Chapel Service regularly. The services are very broad with a Christian ethos and are usually conducted by the Chaplain. Attendance at these services is compulsory except for pupils whose parents, for religious reasons, have the Headmaster's permission for the pupil to be exempted. Parents seeking such exemption should apply in writing to the Headmaster, stating their reasons.

All reasonable effort will be made to accommodate the religious observances of non-Christian faiths.

Dress

Dress Regulations are published in the Parent Contract, but may be amended from time to time. Current uniform lists are available on the School website or on application to the School Shop. Regulation uniform must be worn at all times on the School premises or when representing the School, unless specific permission is given. It is essential that all clothes worn at school by pupils should be clearly marked with name and initials. This also includes bags and any games equipment.

Hair must be clean and smart and natural looking in colour. Extremes of fashion are not acceptable. Boys should be clean shaven and hair should be off the collar. As a guide, extremely short styles, wedge shapes and long fringes over the eyes are not acceptable. The wearing of all jewellery, except a watch, is forbidden.

For girls, long hair is to be tied back off the face. The Hair ornaments are to be plain and either brown, navy blue or black in colour. No make-up is to be worn. The wearing of jewellery, except for one set of plain gold or silver ear-studs (in the lobes of ears) and a watch is forbidden.

In the Sixth Form, boys may wear a watch and a ring and jewellery may be worn at the girls' discretion. Only simple ear-studs may be worn (only one in the lobe of each ear). Any other form of body piercing or studs is not acceptable in School. All jewellery must be removed on safety grounds for any sporting activity. Expensive jewellery should not be worn to School as the School cannot accept responsibility for its loss. Discreet make-up and nail varnish are acceptable in the Sixth Form.

In all cases the Headmaster will be the final arbiter of suitable dress and appearance. If these regulations are infringed, pupils are likely to be sent home until a satisfactory style of appearance is adopted.

Items Prohibited by the School Rules

This policy follows the advice of the DfE guidance, "Searching, screening and confiscation at school" (January 2018). School staff can search a pupil for any item if the pupil agrees. The Headmaster, and staff authorised by him, have a statutory power to search pupils or their possessions, without consent, where they have reasonable grounds for suspecting that the pupil may have a prohibited item or an item by banned by the Schools Rules. Prohibited items are:

- Knives or weapons
- Alcohol
- Illegal drugs
- Stolen items
- Tobacco and cigarette papers
- Fireworks
- Pornographic images

- Any article that the member of staff reasonably suspects has been, or is likely to be used:
 - i. To commit an offence
 - ii. To cause personal injury to, or damage to the property of, any person (including the pupil)
- Any item banned by the School Rules

In addition to the above, items banned by the School are:

- New psychoactive substances and other unauthorised substances and any items related to such substances;
- E-cigarettes and e-shisha (including vape pens and associated liquids)
- Items that pose a threat to others; for example a laser pen being used to distract and possibly harm other pupils or staff;
- Items that pose a threat to good order for learning; for example a pupil using a personal music player or mobile phone in class without permission;
- Items that are against the school uniform rules; for example a pupil refusing to remove an unauthorised item of clothing or jewellery;
- Items that pose a health and safety threat; for example, pupils wearing large ornate rings in PE may present a safety threat to other pupils.

Annex D sets out the guidelines for pupil searches and for the confiscation of pupil belongings where appropriate.

Drugs, Alcohol and Tobacco

The School's policy is that it is unacceptable for pupils to bring in to School, use in School, whilst at School or on a School trip or visit, to be under the influence of any form of alcohol, non-prescribed drugs, tobacco, new psychoactive substances or other unauthorised substances (see the School's Drugs Policy). Alcohol at certain, authorised School events may be consumed in moderation by Sixth Form pupils under staff supervision.

Any pupil found in possession of an illegal substance, new psychoactive substances or other unauthorised substance in school or during the school day or on a school trip or visit is at risk of being permanently excluded from the school and may be reported to the police. This emphasises the fact that Brentwood School is a drugs free school.

The Headmaster may require a pupil to submit to testing for drugs in accordance with suitably approved procedures. The Headmaster may at any time when grounds for suspicion exist, require the pupil to give a biological sample under medical supervision to test for the use of illegal drugs or other substances damaging to health. The result of the sample analysis will not form part of the pupil's permanent medical record.

Please refer to the School's Drugs Policy.

Mobile Phones and Portable Electronic Devices

Brentwood School provides pupils with access to its computer network and its connectivity. In recent years, technological developments have enabled pupils to have much freer and relatively unrestricted access to the internet.

Pupils are responsible for good behaviour on the School computer network or using their own devices and connectivity, as in classrooms and other areas of the School. The Whole School Network (WSN) Acceptable Use Policy is set out in full in the School Rules (Annex A).

The School has a duty of care to its pupils and, despite the immense educational potential of ICT, there is an unsavoury side to the internet and other current aspects of technology use, particularly on mobile devices, which it would be irresponsible to ignore.

We anticipate that, by making it clear to the pupils just how seriously we view misuse of the School's facilities, connectivity or privately-owned communication devices, we will protect the pupils by helping them to avoid problems.

For the purpose of this policy the term **Mobile Phone** extends to all information and communication technology devices, including privately-owned mobile phones, iPads and other tablets, iPods, Smartwatches, Smartphones, portable storage devices if they are used on the Brentwood School campus or with reference to other members of the Brentwood School community.

Mobile devices are an important learning tool, both in and out of school and pupils are expected to use such devices responsibly.

The following rules apply to the use of Mobile Phones both in School and on any School trip or activity:

- Any use of Mobile Phones by pupils must be in-line with the School's ethos and policies, including the Safeguarding, Anti-bullying, Behaviour Management, iPads Student Acceptable Use and Whole School Network Acceptable Use policies. The School has a zero-tolerance of cyber-bullying.
- During school hours Mobile Phones may only be used as a child enters the school site and again as they are leaving the site. Mobile Phones must be switched off and pupils require the consent of a member of school staff for their use. Pupils must take responsibility for the security of their Mobile Phone, either by keeping it on their person or locked away safely.
- If they are used inappropriately Mobile phones will be confiscated and appropriate actions taken and sanctions applied.

Acceptable use of School iPads

If you have been issued with a School iPad you are expected to adhere to all aspect of the Whole School Network Acceptable use policy, the iPad acceptable use policy as well as this Behaviour Policy, Mobile Phone policy and Anti-Bullying policy when using your device.

In order to use iPads to maximise learning the following must be adhered to:

- You must bring your iPad to school every day
- Your iPad must have enough charge to last the entire day

- All applications and images on your iPad should be there for educational purposes only
- You must communicate with your teachers and peers through your school email or Google Classroom only

Failure to comply with any of the above will result in the pupil being asked to put their device away in their bag or to hand in their device, and will be followed up through the school sanction system.

Staff have the right to request to look at a pupil's iPad and to request for images and apps which are inappropriate to be removed. Serious concerns will be referred to Heads of Year and/or the Designated Safeguarding Lead.

Whole School Network Acceptable Use

While no technological solution can be 100 per cent effective in guaranteeing safety when using the internet and related technologies, technology can help to minimise the risks to students. To that end the following controls have been implemented:

Internet Filtering

Brentwood School use internet filtering software to minimise the possibility of students intentionally or otherwise accessing inappropriate materials. The filtering software in place uses white lists (allowed sites) and black lists (disallowed sites) in conjunction with a real time page scanning system to look for inappropriate content. In addition, the School uses a system to minimise inappropriate e-mail deliveries. It is the responsibility of the students and staff to abide by the agreed internet usage policy when surfing the internet or in their use of communication.

Antivirus Software

The school has implemented network antivirus software which minimises viruses getting onto the network systems but it is the responsibility of the students and staff to check any storage devices being used at school from home. Communication between staff and students should be confined to work related detail. It is a social responsibility to all that these systems are used appropriately and not for purposes that may contravene the School's Anti-Bullying and Child Protection Policies. Communications should ensure that all involved are treated with courtesy and respect.

Electronic Communication Acceptable Use

Legal Risks: All electronic communication should be considered as a business tool and users are obliged to use this tool in a responsible, effective and lawful manner. Although by its nature electronic communications seems to be less formal than other written communication, the same laws apply. Therefore, it is important that users are aware of the legal risks of electronic communication:

- Be 'Legal, Decent, Honest and Truthful'
- If you send communications with any libelous, defamatory, offensive, racist or obscene remarks, you and Brentwood School can be held liable.

- If you forward communications with any libelous, defamatory, offensive, racist or obscene remarks, you and Brentwood School can be held liable.
- If you unlawfully forward confidential information (including images), you and Brentwood School can be held liable.
- If you unlawfully forward or copy messages without permission, you and Brentwood School can be held liable for copyright infringement.
- If you send an attachment that contains a virus, you and Brentwood School can be held liable.

By following the guidelines in this policy, the communications sender can minimize the legal risks involved in the use of communication systems. If any user disregards the rules set out in this policy, the user will be fully liable and Brentwood School will disassociate itself from the user as far as legally possible.

Legal Requirements: The following rules are required by law and are to be strictly adhered to:

- **It is strictly prohibited to send or forward communications containing libelous, defamatory, offensive, racist or obscene remarks. If you receive an e-mail of this nature, you must promptly notify the Headmaster.**
- Do not forward a message without acquiring permission from the sender first.
- Do not send unsolicited messages.
- Do not forge or attempt to forge messages.
- Do not send messages using another person's account or mobile device.
- Do not copy a message or attachment belonging to another user without permission of the originator.
- Do not disguise or attempt to disguise your identity when sending messages.
- Do not download viruses or software designed to damage computer systems or send (as attachments) or download programs, batch files or scripts.

Be tolerant of other's mistakes as some people are new to this form of communication. If you do receive any communication which breaks one of the rules above or which worries you in any way, show it as soon as possible to a member of staff.

The following are NOT permitted:

- Allowing others to use your Whole School Network (WSN) username and password or to login using another's credentials.
- Uploading any digital data (including video clips or images) identifying other students or staff without the prior consent of those involved.
- Revealing your or other people's personal address or telephone number. Revealing personal details such as credit cards etc.
- Engaging in commercial activities, political lobbying or activities that are prohibited under UK Law. Thus, the transmission of material subject to copyright or protected by trade secret is forbidden, as of course is any threatening or obscene matter.
- Use of Chat lines / Chat rooms (IRCS) /gambling sites.

Students are responsible for good behaviour in the use of the WSN, including the Internet, just as they are in a classroom. This policy forms part of the School Rules and any misuse by students may lead to disciplinary action.

The WSN is provided for students to conduct academic research, present and communicate information and enhance their learning. Access is a privilege, not a right, and requires responsibility.

Individual users of the WSN are responsible for their behaviour over the network. Users are required to comply with the School standards of acceptable use. Staff may review files and communications to ensure that users are using the system responsibly. Users should not expect that files stored on servers or system disks will be private. The School takes the issue of cyber-bullying extremely seriously; preventative measures are set out in the Anti-Bullying Policy, available on the website. The School also acts on the Prevent Duty to counter extremism and radicalisation (See Child Protection Policy).

The following link to the DfE briefing note outlines the risks posed by the online activity of extremist and terrorist groups:

[The use of social media for on-line radicalisation](#)

WSN Sanctions

Anyone discovering a violation will refer the matter to the ITSS Manager. A letter will then be sent to parents notifying them and explaining any disciplinary action taken. Any violation will result in a temporary or permanent ban as determined by the Headmaster. Additional disciplinary action may be added in line with existing policy on inappropriate s or behaviour.

Remember that the various laws of the land relating to written communication apply equally to e-mail messages, including laws relating to defamation, copyright, obscenity, fraudulent misrepresentation, freedom of information and wrongful discrimination. When applicable, police or other external authorities may be involved.

Boarding

For minor incidents boarding house staff follow the procedures outlined in the Boarding Handbooks. The boarding houses operate a Warning Book system which is used to record incidents and reinforce house rules and small punishments such as early bedtime or a short “gating” may be given. The nature and severity of the sanction should be in line with the offence. All punishments given by boarding staff are aimed to educate correct behaviour. For serious incidents, the Boarding Housemaster will report the details to the Headmaster and Deputy Head Pastoral.

DRESS REGULATIONS (SENIOR SCHOOL)

In all cases the **Headmaster** will be the final arbiter of suitable dress and appearance. If these regulations are infringed, pupils are likely to be sent home until a satisfactory style of appearance is adopted. The up to date uniform requirements can be found on the School website, via the School Shop link.

ARRANGEMENTS FOR EXCLUSION

Annex C to the Behaviour Management Policy

Exclusion from School, in accordance with the Terms and Conditions, set out above, may be a temporary withdrawal for a fixed term or a permanent exclusion. The Headmaster of Brentwood School may, at his discretion after investigation to establish the facts, require parents to remove a child or he may suspend a child from School for a serious or persistent breach of the Behaviour Management Policy; and, if he considers that the child's attendance, attitude and commitment to learning, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and, in the reasonable opinion of the Headmaster, removal is in the School's best interests or those of the child or of other children.

Only the Headmaster of the Senior School, and a Deputy Head acting on his behalf, have the authority, after investigation and proper consideration, to exclude from School. The Headmaster of the Preparatory School may also make recommendations to the Headmaster about any pupil for whom exclusion may be appropriate.

The following list is not exhaustive or exclusive but provides an indication of the sort of behaviour or offence that the School would consider serious enough to merit consideration of a temporary or permanent exclusion from School:-

- Drug abuse, including new psychoactive substances (so called "legal highs") and other unauthorised substances;
- Alcohol and tobacco abuse;
- Theft;
- Bullying;
- Physical assault/ threatening behaviour;
- Fighting;
- Sexual harassment;
- Racist or sexist abuse;
- Sexual misconduct;
- Damage to property;
- Persistent disruptive behaviour, and
- Any conduct that significantly harms the reputation of the School.

Such incidents are recorded by the Deputy Head (Pastoral) on the Serious Disciplinary Log.

Arrangements for Temporary Exclusion

1. A member of the Senior Leadership Team will provide to parents details of the breach of the School Rules or the particular incident and the basis for the decision to temporarily exclude.
2. In most instances it will be appropriate to hold a meeting with the pupil and parents concerned to provide an opportunity for the pupil and parents to comment on the allegation/offence and the evidence relating to it.
3. Depending on the nature of the offence, it may be necessary to temporarily suspend a pupil from School while the investigation is being carried out. Where appropriate the School will contact the Police or Social Services.
4. A formal letter to confirm the exclusion will follow within two school working days of the meeting and the subsequent decision to exclude, clearly stating:

- The reasons for the exclusion
 - The date on which the excluded pupil is permitted to return to School
5. Temporary exclusion can be served in School or at home at the Headmaster's discretion and, depending on the circumstances and seriousness of the situation, usually range from one to five days' duration.
 6. Work will be provided for the duration of any temporary exclusion.
 7. Any pupil who has been temporarily excluded will be required to attend a re-entry interview with a senior member of staff on his/her return to School. Parents are welcome to attend this meeting where strategies for returning to normal school life, expectations for conduct and potential consequences for further breaches will be established and recorded.

Arrangements for Permanent Exclusion

The decision to permanently exclude a pupil from School is a very serious one. It is only made after a thorough investigation has been undertaken, all the evidence has been considered and other options have been exhausted.

This extreme sanction may be applied after a serious breach of the School Rules or Code of Conduct.

It may also be considered as a last resort in response to a history of behaviour such that allowing the pupil to remain in school would seriously harm the education or welfare of the pupil or others in the School. This may include:

- persistent disruptive behaviour;
- an unsatisfactory attitude and commitment to learning or academic progress;
- a pattern of poor attendance.

The same process for Temporary exclusion outlined in clauses 1-4 above will apply, with an additional formal meeting with the Headmaster of Brentwood School.

The meeting will take place after the investigation has been completed; pupils and parents have had an opportunity to meet or speak with senior staff, including those who conducted the investigation, to hear details of the allegation/offence and the pertinent evidence and there has been adequate opportunity for the pupil and parents to provide any further evidence that may have a bearing on the final decision.

The Headmaster's objective is to establish all the relevant facts to allow him to reach a fair decision based on the evidence collated and, having regard to the standard of proof, i.e. on the balance of probabilities, to determine whether the pupil has committed a serious breach of the School Rules. Where a pupil is at risk of permanent exclusion, the option of a voluntary managed move to another institution could be considered.

In reaching the decision to permanently exclude, the Headmaster will review the evidence available, including mitigating and aggravating factors relating to the incident, medical or SEN considerations, the academic, Co-Curricular and disciplinary record of the pupil concerned, representations of senior pastoral staff and a meeting with the pupils and his/her parents.

Parents should refer to the School's Terms and Conditions, set out above for details for the financial implications of exclusion.

Complaints Procedure

The School will act in a way which is fair in all circumstances when taking decisions to exclude a child. The review of disciplinary matters is governed by the Complaints Procedure. This is made available to parents on the School's website or on application to the Headmaster's Secretary. If the parents request a review by the Complaints Panel, the pupil may be suspended from School until the decision to permanently exclude or remove has been set aside or upheld. While suspended, the pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Headmaster.

Exclusion for the Non-Payment of Fees

This procedure does not cover exclusions due to the non-payment of fees or supplemental charges, whereby, under the terms and conditions of the Parent Contract, a pupil may be excluded at any time when fees remain unpaid.

DATA PROTECTION PRIVACY NOTICE FOR PUPILS, PARENTS, GUARDIANS AND ALUMNI

1. INTRODUCTION

- 1.1. This is the privacy policy of the Brentwood School Charitable Incorporated Organisation (Charity Number 1153605), it includes the following operating entities; the Senior and Preparatory Schools, Brentwood School Enterprises, the Brentwood School Foundation, and the Brentwood School Sports Centre (herein referred to collectively as the 'School', 'we', or 'us'). The School also acts as the Data Controller and Processer for the Society of Old Brentwoods who share this policy. The School is committed to protecting your data and respecting your privacy.
- 1.2. This policy recognises the school will process personal data for a variety of 'data subjects,' this can include current, past and prospective pupils, their parents, carers or guardians (parents, carers and guardians are referred to collectively as 'parents'). This policy sets out the basis on which any personal data we collect or that is provided to us from data subjects will be processed. Please read this policy carefully to understand our practices regarding your personal data and how we will treat it. Providing personal data and information to us is only permitted where you are accepting and consenting to the practices described in this policy. This policy applies to pupils, parents and alumni and should be read in conjunction with the School's terms and conditions and other applicable policies.
- 1.3. This policy is provided on our website at <http://www.brentwoodschool.co.uk/Policies-and-Downloads> , but it will be regularly reviewed and updated so please remember to re-check it for the current version.

2. RESPONSIBILITY FOR DATA PROTECTION

- 2.1. For the purposes of the Data Protection Act 2018 (the 'Act'), the data controller is Brentwood School Charitable Incorporated Organisation (Charity Number 1153605) at Brentwood School, Bayman Gate, Middleton Hall, Brentwood, CM15 8EE. The school's Data Protection Officer ('DPO') is the School Bursar, who is responsible for monitoring the School's compliance and you can raise any question or concern about data protection by contacting them at Brentwood School, Bayman Gate, Middleton Hall, Brentwood, CM15 8EE or by email to - bursar@brentwood.essex.sch.uk.
- 2.2. In accordance with the Act, the School has notified the Information Commissioner's Office (ICO) of its processing activities. The School's ICO registration number is Z6606833 and its registered address is Middleton Hall Lane, Brentwood CM15 8EE.
- 2.3. **Security of your personal data**
The School will take appropriate technical and organisational steps to ensure the security of data subjects' personal data, ensuring that it is

held in accordance with the Principles of the Act. The School uses a Next Generation Firewall by Palo Alto Networks to protect their network, details about the certifications can be found here: <https://www.paloaltonetworks.com/company/certifications>. The G Suite applications from Google are used throughout the school including storage. Details of the Google security standards can be found here: <https://cloud.google.com/security/compliance/#/industries=Education®ions=Europe>. All staff will be made aware of this policy and their duties under the Act. The School carries out annual training of appropriate staff.

3. WHAT IS PERSONAL DATA

3.1. The Law defines personal data as: *Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.*

3.2. Information you give us

You may give us personal data about you or your child in a number of ways; these include: Using, visiting or interacting with our website; visiting the School; corresponding with us by phone, email or post; and sending information to us as requested by us and/or is necessary from time to time. For example, this may include payment of fees and providing medical records to us. When providing us with personal data we require you are doing so by consent, if you are not happy to consent please make this known to us.

3.3. Common information you provide may include the following personal data:

- Names, addresses, telephone numbers, e-mail addresses and other contact details;
- Date of birth and year group;
- Bank details and financial information, including credit card information;
- Photographs;
- Passport details, nationality and information relating to immigration status as may be required;
- Past, present and prospective pupils' academic, disciplinary, admissions and attendance records (including information about any special needs), and examination scripts and marks; and
- Details concerning race, religion and ethnicity.

3.4. Information we may receive from other sources

We may be working closely with third parties who will provide the School with your or your child's personal data:

- This may include personal data from your child's previous or new school(s), medical practitioners, photographers, local authorities, education authorities, business partners, payment and delivery services, debt collectors, lawyers and credit reference agencies.
- Personal data related to the process of bursary and scholarship

decision that will deal with both personal data about your child and your finances.

- References given or received by the School about pupils, and information provided by previous educational establishments and/or other professionals or organisations working with pupils.
- Images of pupils (and occasionally other individuals) engaging in School activities. We may also use CCTV footage to ensure the School is safe.
- We may receive information about you if you use any of the websites we operate or the services we provide.

4. BASIS OF PROCESSING - OUR LEGAL GROUNDS FOR USING YOUR INFORMATION

4.1. There are six available lawful bases for processing, and the School uses a combination of them depending on the processing required. The most common basis is via the terms on which the pupil is a student that provide both consent and a contractual right to process. For safety and wellbeing then vital interests or legal obligation may also be relevant. The full lists of bases are:

- (a) Consent: The individual has given clear consent to process their personal data for a specific purpose.
- (b) Contract: The processing is necessary for a contract or because we were asked to take specific steps before entering into a contract.
- (c) Legal obligation: The processing is necessary to comply with the law.
- (d) Vital interests: The processing is necessary to protect someone's life or health.
- (e) Public task: The processing is necessary to perform a task in the public interest, and the task or function has a clear basis in law. (This is rarely relevant to the School).
- (f) Legitimate interests: The processing is necessary for the legitimate interests or the legitimate interests of a third party, unless there is a good reason to protect the individual's personal data, which overrides those legitimate interests.

4.2. It is in the nature of provision of education as a School that we also process sensitive personal data. Extra care is taken with such personal data, but the processing basis will still be one of the above.

5. HOW AND WHY DOES THE SCHOOL USE PERSONAL DATA

5.1. We need to use personal data for the School to run efficiently, safely and in order to fulfil its legal rights, duties or obligations, including those under a contract with the School's staff, or parents of its pupils. Examples include:

- For the purposes of pupil selection and to confirm the identity of prospective pupils and their parents;
- For the purposes of staff selection and to confirm the identity of prospective members of staff (including safeguarding checks);

- To provide educational services, including musical education, physical training or spiritual development, career services, and extra-curricular activities to pupils, and monitoring pupils' progress and educational needs;
- For the purposes of management planning and forecasting, research and statistical analysis, and to enable the relevant authorities to monitor the School's performance;
- To give and receive information and references about past, current and prospective pupils, including relating to outstanding fees or payment history, to/from any educational institution that the pupil attended or where it is proposed they attend; and to provide references to potential employers of past pupils;
- To enable pupils to take part in national or other assessments, and to publish the results of public examinations or other achievements of pupils of the School;
- To safeguard pupils' welfare and provide appropriate pastoral (and where necessary, medical) care, and to take appropriate action in the event of an emergency or accident, including by disclosing details of an individual's medical condition where it is in the individual's interests to do so, for example for medical advice, insurance purposes or to organisers of School trips;
- To monitor (as appropriate) use of the School's IT and communications systems in accordance with the School's IT acceptable use policies;
- To make use of photographic images of pupils in School publications, on the School website and (where appropriate) on the School's social media channels in accordance with the School's policy on taking, storing and using images of children;
- For security purposes, and for regulatory and legal purposes (for example child protection and health and safety) and to comply with its legal obligations; and
- Where otherwise reasonably necessary for the School's purposes, including to obtain appropriate professional advice and insurance for the School.

5.2. Inevitably, there will be an overlap between what the School does that is necessary to (a) perform our contract with you, (b) carry out our legal obligations and (c) pursue a legitimate interest . If you have any questions or concerns in this regard, please contact the DPO for clarity as to the basis of particular processing.

5.3. **Keeping in Touch and Supporting the School**

The School will use the contact details of parents, alumni and other members of the School community to keep them updated about the activities of the School, including by sending updates and newsletters by email and by post. Unless the relevant individual objects, the School may also:

- Share personal data about current and past parents and/or alumni, as appropriate, with organisations set up to help establish and maintain relationships with the School community, such as the School Development Office and the Society of Old Brentwoods;
- Contact current and past parents and/or alumni by post and email in

- order to promote and raise funds for the School; and
- Collect information from publicly available sources about current and past parents' and former pupils' occupation and activities, in order to maximise the School's fundraising potential.

Should you wish to limit or object to any such use, or would like further information about them, please contact the DPO in writing.

6. SENSITIVE PERSONAL DATA CONSENT AND PHOTOGRAPHS

- 6.1. The School will need to process individuals' sensitive personal data. Sensitive personal data includes data concerning an individual's physical or mental health, race or ethnic origin, political or religious beliefs, sexual orientation, trade union membership, or criminal records and proceedings. Sensitive personal data is entitled to special protection under the Act, and will only be processed by the School with the explicit consent of the relevant individual, or as otherwise permitted by law.
- 6.2. You or your child do not have to give us details about your child's race, religion or ethnicity if you do not want to. If you do provide such information, the School will only use this to assist with the day-to-day running of the School and for equal opportunities monitoring purposes.
- 6.3. We will seek your permission if we decide to post any photographs of your child on any of our marketing materials (including our prospectus, advertisements or websites).

7. COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie Policy which is made available on our website - <http://www.brentwoodschool.co.uk/Cookie-Policy> .

8. TRANSMISSION OF PERSONAL INFORMATION OUTSIDE THE EEA

The data that we process about you and your child will never be stored or processed by us outside of the European Economic Area ('EEA'). Only where we are communicated to someone like a parent who is not in the UK or a travel company outside of the EEA being used for a school trip, will any data be shared, and then only under contractual terms.

9. YOUR RIGHTS

- 9.1. Under the Act, you and your child have the following rights:
 - The right to be informed how data is used by the School;
 - The right of access to personal data held by the School. For more information please refer to the section on 'Subject Access Requests' below.

- The right to have inaccurate personal data we hold about you corrected. If a data subject believes that any of their information held by the School is incorrect or incomplete, they should contact the DPO as soon as possible. The School will promptly correct any information found to be incorrect.
- You have the right to request that we delete your and your child's personal data where:
 - (a) The personal data are no longer necessary in relation to the purposes for which they were collected or processed;
 - (b) You withdraw your consent to processing for which we previously obtained your consent;
 - (c) The personal data have been unlawfully processed; or
 - (d) We are required to erase the personal data in order to comply with the law.

9.2. **Please note:** A child over 13 years of age may exercise these rights and is legally capable of making personal data decisions independent of their parent or guardian. Please note many rights are not absolute, the right is to request. Other legal reasons can sometimes prevent the School from honouring a request.

9.3. **Pupils' Rights**

In most cases the School will rely on parental consent to process personal data relating to pupils unless it is more appropriate to rely on the pupil's consent. Parents should be aware that in such situations they may not be consulted. Children under the age of 13 will not be able to provide consent to the processing of their personal data.

9.4. Pupils are required to respect the personal data and privacy of others, and to comply with the School's IT Acceptable Use Policy and the School rules.

10. **SUBJECT ACCESS REQUESTS**

10.1. Any data subject wishing to access their personal data should put their request in writing to the DPO. The School will respond to any such written requests (known as 'Subject Access Requests') within 28 days of receiving the request. A fee will not be charged unless the request is manifestly unfounded or excessive. Further details are available from the DPO.

10.2. Pupils can make Subject Access Requests for their own personal data. A person with parental responsibility will generally be expected to make a Subject Access Request on behalf of pupils. A pupil of any age may ask a parent or other representative to make a Subject Access Request on their behalf.

10.3. All members of the School community should be aware that certain data is exempt from the right of access under the Act. This may include information which identifies other individuals, or information which is subject to legal professional privilege. The School is also not required to disclose any pupil examination scripts (though examiners'

comments may, in certain circumstances, be disclosed), nor any reference given in confidence by the School for the purposes of the education, training or employment of any individual.

11. DISCLOSURE, INFORMATION SHARING AND SAFEGUARDING PRACTICE

- 11.1. Personal data collected by the School will generally remain within the School, and will be processed as detailed in this policy by appropriate individuals only in accordance with the School's policies (i.e. on a 'need to know' basis). Particularly strict rules of access apply to medical records and pastoral and safeguarding files, all of which are regarded as sensitive information.
- 11.2. However, personal data may be disclosed where the failure to do so would result in a child or vulnerable adult being placed at risk of harm. Similarly, human rights concerns, such as respecting the right to a private and family life, would not prevent sharing where there are real safeguarding concerns. For further information, see HM Government's "Information sharing: Advice for practitioners providing safeguarding services to children, young people, parents and carers" (July 2018).
- 11.3. Staff, pupils and parents are reminded that the School is under duties imposed by law and statutory guidance (including Keeping Children Safe in Education) to record or report incidents and concerns that arise or are reported to it, in some cases regardless of whether they are proven, if they meet a certain threshold of seriousness in their nature or regularity.
- 11.4. The Local Safeguarding Children Board (LSCB) can require an individual or body to comply with a request for information. This can only take place when the information requested is for the purpose of enabling or assisting the LSCB to perform its functions and any request for information about individuals should be necessary and proportionate.
- 11.5. Occasionally, the School will need to share personal information relating to its community with third parties, such as:
 - Professional advisers (lawyers and accountants);
 - Government authorities (e.g. the Department for Education, HMRC, police or the local authority). The School is under a duty to disclose personal data to social services and the police where the School has reason to believe there are safeguarding concerns in respect of your child. For further information about this, please refer to the School's Safeguarding Policy or contact the DPO; and
 - Affiliated authorities including OFSTED, the Independent Schools Council, the Independent Schools Bursars' Association, the Boarding Schools Association and the Large Independent Day Schools group. Much of the information supplied to these groups is anonymous in character.
- 11.6. Where your child is not British, we may have to provide information about you or your child to UK Visas and Immigration.

- 11.7. Any data processing carried out on the School's behalf by third parties (for example, business partners, service providers, web developers, or cloud storage providers), will always be subject to contractual assurances that personal data will be kept securely and only processed in accordance with the School's specific directions. We may also disclose your personal information when there is a legal requirement for the purposes of fraud protection and credit risk reduction.

12. QUERIES AND COMPLAINTS

- 12.11. If an individual believes that the School has not complied with this policy or acted otherwise than in accordance with the Act, they should notify the DPO.
- 12.12. A complaint or referral can also be made to the Information Commissioner's Office (ICO), Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Tel (01626) 545 700. However, the ICO recommends that steps are taken to resolve the matter with the School before involving the regulator.

13. STORAGE AND RETENTION OF PERSONAL DATA RECORDS - HOW LONG DO WE KEEP YOUR INFORMATION?

- 13.11. The School will retain personal data securely and only in line with how long it is necessary to process your data for a legitimate and lawful reason. Incident reports and safeguarding files will need to be kept much longer, in accordance with specific legal requirements.
- 13.12. Typically, ordinary staff and pupil personnel files will be maintained in full up to 7 years following departure from the school. This is to meet requirements for information often requested after a pupil or member of staff departs. The school will then minimise data and only keep for historical purposes the names and periods of association with the school of, Governors, Staff and Pupils. For Pupils, we will also hold key information in relation to educational progress and external examination attainment in order to respond effectively to reference requests.
- 13.13. If you have any specific questions about how the School's retention policy is applied, or wish to request that personal data that you no longer believe to be relevant is considered for erasure, please contact the DPO.
- 13.14. Reviews are conducted on a regular basis to ensure that all information being kept is still relevant and, in the case of personal data, necessary for the purposes for which it is held (and if so, that it is accurate and up-to-date).

14. CHANGES TO OUR PRIVACY NOTICE

Any changes that we make to this privacy notice will be posted on our website and, where appropriate, will be notified to you by email. Please check periodically to see any updates or changes to this policy. If you are unable to access the School website, paper copies of this information can be obtained directly from the School.

CO-CURRICULAR ACTIVITIES

'Developing the whole child'

Our Co-Curricular activities programme seeks to facilitate the personal development of pupils by offering a diverse range of experiences covering culture, the performing arts, sport and outdoor pursuits, helping to develop skills such as team-building, communication and leadership. As pupils go through their career at Brentwood School, their Co-Curricular activities will provide an important balance to their academic studies and prepare them to pursue interests and activities at university and into their working lives once they leave the School.

Activities take place after school, on some evenings, Saturdays and occasionally over the weekend. Some activities will also be organised during the holidays in the form of special trips and residential visits, often taking place abroad.^[1] Details are publicised well in advance as far as possible and may be found on the School website, the School online calendar and in pupils' eCAS journals, Brentwood School's online Co-Curricular planning, recording and reflection platform. Further details can also be found in the Trips & Visits Policy available on the School website. All pupils, throughout the School, are expected to take full advantage of the opportunities available to them and to honour their commitments in such activities as they would their academic lessons. The School values the commitment of pupils and their parents in embracing their activities and there will be a number of Saturdays free from Co-Curricular activities during the school year which will enable families to fulfil family commitments without clashing with School activities.

^[1] For residential trips booked through a tour operator the School acts only as an agent of parents, and accompanying paying adults, in respect of the organising and total payment for the trip, including all non-recoverable payments made in connection with the trip. This includes all payments made in good faith in advance of any cancellation of the trip, plus any contractual payments due to third parties after the date of cancellation. In most cases you will be asked to pay a deposit. If you subsequently withdraw your child from the trip, this deposit will not be refunded unless a replacement pupil can be found to fill the vacancy. Even then, certain charges (e.g. to change the name of a flight booking) will be deducted from the deposit before the balance is refunded.

BRENTWOOD SCHOOL'S CODE OF SPORTING CONDUCT

Brentwood School's Code of Sporting Conduct is driven by its core values of integrity, teamwork, participation and excellence. Our code requires the highest standards of conduct from everyone involved in sport to ensure that their behaviour and actions meet the values and standards expected of them at all times. When they are involved in School sport, the enjoyment and safety of your child is of paramount importance to us. Every child will be encouraged and asked to ensure that their behaviour and actions meet the values and standards expected of them at all times. As parents/guardians, you are also asked to support our Codes of Conduct and embrace the spirit of sportsmanship.

As a parent/guardian I will strive to always:

- Support my child's efforts and performance, giving positive comments that motivate and encourage continued effort and participation, never criticising or ridiculing my child or other children for making a mistake or losing a game;
- Encourage my child to play within the rules and respect officials' and coaches' decisions, never arguing with or harassing coaches, officials or other spectators or using inappropriate language;
- Help my child to understand that competition is about both winning and losing and that results should be accepted with good grace and without undue disappointment;
- Help my child to recognise good team and individual performance and the importance of skill improvement and good sportsmanship rather than simply winning;
- Be a good role model – applauding positive play by both my child's team and their opponents and thanking the coaches, officials and other volunteers;
- Teach my child to respect the rights, dignity and worth of all people involved in sport, regardless of gender, race, colour, disability, sexuality, age, occupation, religion or political opinion;
- Ensure that technology, such as smart phones or tablets, and related social media, such as Facebook, are used responsibly and do not bring into disrepute or cause offence to children, coaches, officials, volunteers or the School.
- Ensure that my child understands that School sport commitments are as compulsory as curricular commitments such as lessons and that playing for the School and with one's teammates is a real privilege that takes priority over other sporting engagements, including club fixtures;
- Ensure that my child arrives on time and is collected promptly at the end of training and fixtures, informing the School, in advance (when possible), if my son/daughter is unavailable for calendared School sport;
- Promote this code of conduct to other parents, carers and supporters.