

# TERMS & CONDITIONS

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(INCLUDING SCHOOL RULES)

2021-2022

## 1. 1. Definitions

### In these terms and conditions:

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

‘Agreement’ means these terms and conditions, and any document which is referred to;

‘Child’ and ‘she’ and ‘Pupil’ means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or under;

‘The Complaints Procedure’ is 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. A copy of the procedure is available from the School at any time upon written request;

‘Deposit’ means the sum set out in the School Rules as amended from time to time;

‘Fees’ means the amount of Fees payable by parents as set out in the School Rules as amended from time to time;

‘FIA Terms and Conditions’ means the supplemental terms and conditions relating to the School’s Fees in advance scheme;

‘Governors’ means those persons appointed by the governing body of St John’s Hospital, Exeter City Council, Devon County Council and Exeter University, those persons co-opted by the governors and those parents who have been elected as governors;

‘Headmistress’ means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

‘Personal Information Sheet’ means the formal information disclosed to the School about the Pupil on admission;

‘School Rules’ means the conditions, regulations and rules of the School as set out in Section 5 below. ‘School Rules’ are also re-stated in the parent and pupil handbook which is provided to the parents in the term before their daughter(s) joins the School (if they join in September) or otherwise upon acceptance of a place. These rules may be amended from time to time for legal, safety or other substantive reasons in order to assist the proper administration of the School. Parents will be given notice of such amendments;

‘School Year’ means the 1 September to the 31 August;

‘Term’ means a term of the School Year as notified to parents from time to time;

‘One term and the holiday before’s notice’ means written notice given not later than the last day of the term before the holiday which precedes the term to which the notice relates. By way of example, this clause shall therefore operate in accordance with the following formula:-

Latest date of notice / Date on which notice takes effect:

17 December 2021 (last day of Autumn Term)	31 March 2022 (last day of Spring Term)
7 July 2022 (last day of Summer Term)	6 April 2022 (first day of Summer Term)
5 September 2022 (first day of Autumn Term)	4 January 2023 (first day of Spring Term)

‘Terms and conditions’ means these terms and conditions as amended from time to time;

‘We’ or the ‘School’ means the legal entity carrying on as The Maynard School, a company limited by guarantee and registered in England and Wales under company no.4855372 and registered charity no.1099027 or its successor pursuant to clause 12 below or its duly authorised representative, as the context requires;

‘You’ or ‘parents’ means each person who has signed the Acceptance Form as parent or guardian of a child or a person who, with the School’s written consent, replaces a person who has signed the Acceptance Form;

Use of the word ‘including’ shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

The Acceptance Form, the schedule of Fees, the School Rules, the Complaints Procedure, the FIA Terms and Conditions and these terms and conditions form the terms of a 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.

## **1. 2. Acceptance and Deposit**

- a. The offer of a place is subject to a satisfactory reference from your child's current school, including confirmation that no Fees or charges are in arrears.
- b. An offer of a place for your child at the School is accepted by your submitting the Acceptance Form and paying the Acceptance Fee.
- c. Subject to the provisions of Clause 2(d) below, the Acceptance Fee is not refundable if your child does not take up a place at the School.
- d. If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the Acceptance Fee but before your child starts at the School you need to give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the School by that time, the Acceptance Fee will be forfeited in accordance with Clause 2(c) above (unless you have given written notice to that effect within 14 calendar days of submitting the Acceptance Form to us, in which case we shall refund you the Acceptance Fee within 150 calendar days of receiving your withdrawal notice) but no further Fees will be payable. If such notice is received on or after that date (or if no notice is received), 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 Initial Deposit charged on the first fee note issued will be credited (without interest) to such payment of the term's Fees (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 scholarship or bursary awarded to you.

## **1. 3. School Fees**

- a. All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as outlined in the School Rules, shall be covered by the Fees unless otherwise notified by the School.
- b. Any extra-curricular activities such as clubs, trips and visits to which you agree in advance your child may participate shall be deemed to be supplemental to items covered by the Fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child, including English as an additional language, shall be charged as supplemental to the Fees.

- c. Each person who has signed the Acceptance Form is liable for the whole of the Fees due and any supplemental charges, unless the School has expressly agreed in writing with the persons who have signed the Acceptance Form that a third party will be responsible for payment of the Fees or any part of them. Where two parents or guardians have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting one term and the holiday before's notice provided they have obtained the prior written consent of both the School and the remaining parent/guardian.
- d. If your child has been awarded a scholarship/bursary, your liability will be for the amount of Fees due after taking account of that award. An award may be withdrawn or reduced if, in the opinion of the Headmistress, your child's attendance, commitment or behaviour no longer merits the continuation of the award but any such withdrawal or reduction 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 Headmistress that, for academic reasons, an award may be reduced or withdrawn from your child, you shall be notified in advance. If, within 14 days following the withdrawal but not reduction of a scholarship or bursary, a child is withdrawn from the School, no Fees in lieu of notice will be payable.
- e. Each term's Fees accrue separately and the Fees payable in respect of each term fall due on the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School has agreed shall pay the Fees under paragraph (c) above). The Fees must be paid in full in cleared funds either by cheque or by direct bank transfer by the first day of the term to which the invoice relates.
- f. The School may agree that the Fees that are or will fall due in relation to any term can be paid in instalments. If the School so agrees in relation to any term's Fees, then the School and those liable for those Fees will agree separately in writing the amount of each term's Fees that is to be deferred and the anticipated schedule of instalments by which the deferred amount is to be paid. The agreed amount for each term is to be paid by direct debit in not more than four (4) instalments within a period that does not exceed twelve (12) months beginning with the date of the relevant invoice. The School shall issue a separate invoice and schedule of instalments relating to the Fees due in respect of each term, which shall be evidence of the separate agreement for the payment of that term's Fees.
- g. Any and all supplemental charges for extracurricular activities for each term (and for other charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to you before the start of the

next term. All such supplemental charges must be received in full in cleared funds either by cheque or direct bank transfer by the first day of the then forthcoming term.

- h. We reserve the right to refuse to allow your child to attend the School or to withhold any references while Fees remain unpaid or there is a persistent default in relation to the payment of supplemental charges. We may make an interest charge of 5 percent per annum above the base rate for the time being of the School's bank on late payment. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay the School the interest together with the overdue amount. Should we incur legal costs and expenses in the process of recovering outstanding Fees, the fee payer shall indemnify us fully for any such legal costs and expenses incurred. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding Fees. If Fees are in arrears then your child cannot sign up for an optional school trip.
- i. The Fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Notice of an increase in the Fees will be sent to you prior to the end of the term before the increase is to take effect.
- j. Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that 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. The School offers an optional Pupil Absence Insurance scheme for a child absent from School, due to illness or injury, which is charged on a termly basis. Under the scheme and in certain circumstances the fee payer will receive a proportionate refund of fees by participating as they will receive improved terms of contract.
- k. Without limiting the effect of the foregoing provisions of this Clause 3, where you and the School have entered into an agreement incorporating the FIA Terms and Conditions such that you have made a capital payment in respect of all or part of the Fees due under this Agreement, the School will administer such capital sum to meet the Fees. Provided that you shall meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total Fees and supplemental charges due in respect of your child each term under this Agreement. For the avoidance of doubt, the School shall provide a termly statement of account in respect of the Fees and supplemental charges and the difference shall be payable in accordance with

the terms of this Agreement.

- l. An Initial Deposit will be charged on the first fee note issued. The Initial Deposit will form part of the general funds of the School until it is credited without interest to the final payment of the Fees or other sums due to the School on your child's leaving.
- m. If the School (at the School's reasonable discretion) believes that your child's English language skills require additional work/tutelage we shall provide your child with as many hours of additional English language lessons per week as the School reasonably deems fit and we shall charge you accordingly. The hourly rate for the provision of these lessons is £330 per 10 sessions. For the avoidance of doubt, the Fees do not include these additional lessons.

#### **1. 4. Notice Requirements**

- a. If you wish to withdraw your child from the School (other than at the normal leaving date at the end of the Upper Sixth), you shall either give one term and the holiday before's notice to that effect or shall pay to the School a term's Fees in lieu of notice, at such rate as would have been charged for the final term of provision if one term and the holiday before's notice had been given. An example is provided earlier under 'Definitions'. Notice must be formally in writing, addressed to the Headmistress.
- b. In cases under (a) above, where notice is not given, the appropriate Fees in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if one term and the holiday before's notice had been given.
- c. If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a half term's notice to that effect or shall pay to the School a half term's charges for the activity in which your child has ceased to participate.
- d. The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of Fees due or to obtain a refund of Fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.
- e. If you withdraw your child from a trip after the deposit has been paid then that deposit will not be refunded.

## 1. 5. School Rules

- a. It is a condition of remaining at the School that you and your child comply with the School Rules as amended from time to time. In particular, you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time. All girls must follow the two essential principles of The Maynard Code of Behaviour:
- All members of the school community have the right to be treated with respect and to work in a clean, calm and safe environment; and
  - Everyone must be punctual and well prepared for their lessons in order to make the most of their time at school.
- b. The Pupil shall follow the course of study prescribed at the School and for that purpose shall attend the School regularly and punctually. By law, all parents have a duty to ensure their child is in some form of education or training until they reach the age of 18; only three types of absence from schooling are recognised by law: sickness or similarly unavoidable cause; religious observance on a day exclusively set apart for that purpose by the religious persuasion to which the parent belongs; with the leave of any person authorised by the Governors of the school (at the Maynard this will usually be the Headmistress). Under this third category comes a limited range of necessary absences such as compassionate leave for attendance at a funeral, or absence in order to take off-site examinations, e.g. ballet, in school hours. Requests for authorisation of absence must be made in advance and in writing to the Headmistress.
- c. You accept that the grade predictions made by the teaching staff for candidates entered for public examinations do not constitute a guarantee that the predicted grade will be achieved in the examinations.
- d. The School's drugs policy has been adopted with the aim of safeguarding the health and safety of all its Pupils and the School may undertake drugs testing of Pupils as part of its investigations in accordance with its policy (a copy of which is available on request). In the context of the School's policy and practice with regard to substance use and misuse, you recognise that any Pupil bringing illegal substances into school is at risk of permanent exclusion. You note that, as part of the School's policy and practice:
- Should a Pupil be found in possession of an illegal



substance, you will be informed immediately and the Headmistress will liaise with the police; the Pupil will immediately be isolated from other Pupils whilst an investigation takes place. In accordance with the individual circumstances, this may involve suspension for the period of the investigation

- Should the Headmistress be informed that there is suspicion of a Pupil being under the influence of drugs whilst in School, you will be contacted at once. In the interests of safeguarding a Pupil's health, and in consultation with you, she may be required to give a biological sample under medical supervision. In accordance with the individual circumstances, this may involve suspension for the period of the investigation;
  - The School will provide counselling to help all those involved.
- e. With the aim of safeguarding the health and safety of all Pupils, no unauthorised legal or illegal drugs may be brought into school or consumed on the premises and no smoking (including the use of e-cigarettes or any vaping devices) or alcohol is allowed anywhere on school premises. If a Pupil is found in possession of unauthorised legal or illegal drugs, alcohol, cigarettes or e-cigarettes on school premises, then her parents will be notified and a punishment will be given in accordance with the individual circumstances, as determined by the Headmistress and/or the Assistant Heads. You recognise that this may include suspension or permanent exclusion.
- f. The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.

## **6. Disciplinary Procedures**

- a. The Headmistress has complete discretion in all disciplinary matters and in particular the right to suspend the Pupil if the Headmistress considers either that it is in the School's interests or in the Pupil's interests to do so, without any entitlement to refund of Fees and without assignment of cause.
- b. The behaviour of the Pupil (including behaviour or conduct outside school that has an impact on the school community) should be in accordance with the School Rules and you will support the Headmistress in the application of the School Rules and in the maintenance of the good reputation of the School.
- c. In the interests of the wellbeing of all members of the School community,

the Headmistress in her discretion may in her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of you and/or your child (including behaviour outside school that has an impact on the school's community or reputation) is, in the reasonable opinion of the Headmistress, unsatisfactory and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or other children or to bring the School into disrepute.

- d. Should the Headmistress exercise her right under sub-clause 6(d) above 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 and any prepaid Fees will be refunded.
- e. The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Headmistress may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the Pupil's record at the School may be taken into account.
- f. The School reserves the right to send a Pupil home if it is judged that her presence in the School is a real risk to the health and safety of either herself or of others.
- g. Should you or a Pupil assault or verbally abuse a member of the School staff, another Pupil or parent, libel or slander the School in any way, the Headmistress and the Governors have complete discretion to require the immediate withdrawal of the Pupil, without assignment of cause or refund of Fees.
- h. The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. The review of serious disciplinary matters is governed by the Complaints Procedure.

## **7. The School's Entry Requirements**

- a. Subject to these terms and conditions and under normal circumstances the School undertakes to accept your child as a Pupil of the School from the time of joining the School until the end of Year 13 (Upper Sixth) i.e. until the end of Key Stage 5. However, there will be situations where this may need to be reviewed if a child is not coping with the challenges of a selective school curriculum and this will be discussed at length with the parents.

- b. For entry into the Pre-Prep, girls are invited to come in and participate in a range of observed activities to ensure the pupil learning needs will be met. No formal assessment process operates for Reception or Years 1 and 2.
- c. Pre-Prep pupils will need to meet the behavioural and academic expectations of the school in order to progress to Year 3. Should the school have any concerns that the pupil will not be able to cope with the academic pace or the child's needs exceed the limits of the reasonable adjustments that the school is able to provide, this will be discussed with parents throughout Year 2. Whilst it is intended that children progress to the Junior School, the school reserves the right to deny this progression should it have any concerns
- d. For entry into other years for Year 3 upwards, external applicants will be expected to pass written and/or electronic entrance assessments to gain a place at the school.
- e. At the end of Year 6 and Year 11 (Upper 5) pupils would normally proceed into Year 7 (Upper 3) or the Sixth Form respectively. However, if there are any concerns regarding progress, attainment or any other relevant circumstances, these will be discussed at length with parents in the months leading up to this point. If the school considers that it would not be beneficial to the child's welfare and education, or the child's needs exceed the limits of the school's reasonable adjustments, the school reserves the right to deny entry into Year 7 or Year 12. All of the Year 6 pupils, including those already at The Maynard, are required to pass our 11+ entrance exam. All Year 11 must gain a minimum of GCSE levels 6/7 grades to gain entry into the Sixth Form as outlined in the School's Admissions Policy.
- f. At the application stage, parents of a child who has any disability, special educational needs or requirements for mental health support must provide the School with full written details on registration. The School needs to be aware of any particular requirements which may affect a child's ability to participate in the admissions procedure and take full advantage of the education provided at the School. Any non-disclosure at the application stage may result in an offer of a place then being reviewed or possibly revoked.

## **8. The School's Obligations**

- a. While your child remains a Pupil of the School, we undertake to exercise reasonable skill and care in respect of 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.

- b. In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child) and for providing comfort to the Pupil in distress. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- c. If your child requires urgent medical attention while under the School's care, we will, if practicable, attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).
- d. Our prospectus and school handbook describe the broad principles on which the School is presently run and are believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum, and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus or school handbook, as it may be that recent changes are not reflected in the current version. We will give parents notice of any significant changes at the School including changes in the curriculum that we regard as relevant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.
- e. We shall monitor your child's progress at the School and produce regular progress grades and annual written reports. Your child will be screened for literacy difficulties. We shall advise you if we have any concern about your child's progress and signpost parents to specialists but we do not undertake to diagnose dyslexia or other specific conditions.
- f. Where the need for auxiliary services is identified, a formal assessment can be arranged (e.g. with an Educational Psychologist) either by you or by the School at your expense. The School will liaise with the auxiliary service so that reasonable adjustments can be made to the delivery of the curriculum.
- g. The School will do all that is reasonable to comply with its legal and moral responsibilities under the Equality Act 2010 and Special Educational Needs and Disability Act 2001, in order to accommodate the needs of your child if your child has any disability for which, with reasonable adjustments, the School can cater adequately. The School needs to be aware of any known

disability or special educational need which may affect a child's ability to participate in the admissions procedure or their education at the School in general in order to take full advantage of the education provided at the School. You must provide full details of any such disability or special educational need at the earliest possible opportunity. Such reasonable adjustments will not include expenses such as alteration to buildings or the provision of 1:1 teaching assistants or certain auxiliary aids.

- h. Religious observance at the School shall be conducted in accordance with the School Rules.
- i. The School reserves the right to change term dates with a minimum of one year's notice.

## **9. The Parents' Obligations**

- a. 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 annually. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. 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 her to return to the School until such time as the health risk has been averted. In such circumstances we shall endeavour to continue providing education to your child remotely during such period.
- b. You undertake to inform the School of any situations where special arrangements, including dietary, religious or educational, may be needed in relation to your child.
- c. The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.
- d. The Headmistress must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School. Absence due to holidays or family trips is unlikely to be authorised and the School cannot be held responsible for your child catching up with lessons missed due to an unauthorised absence or optional family excursion/event. Long term absence will be detrimental to a child's progress and will need to be addressed by both the school and parents once attendance falls below a certain acceptable level as outlined

by the Department for Education.

- e. You undertake to inform the School of any changes of address, telephone number and email, and also of such details for the emergency contacts nominated by you on the Personal Information Sheet, annually.
- f. We cannot accept any responsibility for the welfare of your child while off the School premises unless she is taking part in a School activity or otherwise under the supervision of a member of the School staff.
- g. 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. In the event of a complaint of any description concerning the School this should in the first instance be discussed with the Pupil's Form Tutor or Head of Year. If the complaint is not satisfactorily resolved following discussion with the Pupil's Form Tutor or Head of Year then you should contact the Headmistress. A copy of the Complaints Procedure is available on request.
- h. The school politely requests that any concerns or complaints come directly to the school and are not posted on any media or chat rooms before the school has had an opportunity to deal with the matter
- i. In order to fulfil our obligations, we need your co-operation, including in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in her studies, and giving appropriate support at home; ensuring that the child is living with you in the family home to receive that support; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; providing cooperation 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 attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- j. If you are resident outside the United Kingdom your child must live with an education guardian in the United Kingdom who has been given legal authority to act on your behalf in all respects and to whom the School can apply for authorities relating to your child when necessary. The pupil must not live on their own without an accompanying adult known to the school. The School can accept no responsibility during permitted periods of time away from school, half- term or the holidays for Pupils where you are resident abroad and you

must make holiday arrangements if this applies to your child. The responsibility for choosing an appropriate education guardian rests with you but must be either a close family relative who will become the legal guardian or using the agencies of Gateway Education or Gabbittas Education as these are our partnership agencies. You are responsible for satisfying yourselves as to the suitability of the education guardian that you appoint.

- k. Parents must inform the school if their child does not have the right to live and study in the UK or if their immigration status changes. The school may share information with UKVI. The school may terminate the education of a pupil who has no legal right to be in the UK.

## **10. Insurance**

- a. You must make your own insurance arrangements if you require cover for your child's person or property while at School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees, details of which are provided to you on admission to the School.
- b. You are liable for any item belonging to the School, such as musical instrument, books or sports equipment which is in your child's possession or control. You should ensure that your home insurance covers such items, and if it does not it is your responsibility to arrange temporary cover.

## **11. Confidentiality and References**

- a. You consent to our supplying information which will include comment on any unpaid Fees or charges 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 her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child suffer resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- b. You consent to us making use of information relating to your child whilst she is at the School (including photographs and video recordings) and after she has left for the purposes of (i) promoting the School to prospective Pupils, including through the School's prospectus (in whatever format or medium) and website, (ii) managing relationships between the School and current Pupils, (iii) providing references and (iv) communicating with the body of former Pupils.

- c. You undertake to (i) confirm and update, when requested, such information about you and/or your child that is held by the School and (ii) in any event, inform the School of any change to you or your child's circumstances (including, where applicable, in connection with an entitlement to enter and/or reside in the United Kingdom), or to information about you or your child, that has previously been notified to the School, including relevant contact details or medical information.
- d. The School will process personal data about you and your child in accordance with the General Data Protection Regulation 2018 and the School's 'Data Protection Policy' which is available on the School's website.

## **12. Intellectual Property Rights**

- a. The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("Intellectual Property") arising as a result of the actions or work of your child, in conjunction with any member of staff and/or other Pupils at the School, for a purpose associated with the School. The School will acknowledge and allow to be acknowledged your child's role in the creation of Intellectual Property.
- b. Copyright in your child's original work, such as classroom work or homework, projects, internal examination scripts, paintings and computer-generated material, belongs to your child. Most such work (but not examination scripts) will be returned to your child when it is no longer required for purposes of assessment or display. You consent for yourself and (so far as you are entitled to do so) on behalf of your child, to our retaining such work at the School premises until, in our professional judgement, it is appropriate to release the work to your child. We will take reasonable care to preserve your child's work undamaged but cannot accept liability for loss or damage caused to it or any other property of your child by factors outside of the direct control of the Headmistress and staff.

## **13. Changes in Ownership etc.**

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we would inform and consult with all parents in relation to such changes.



## 14. Cancellation

- a. The School shall be entitled to cancel this Agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return the Deposit or Fees paid to you if you are in material breach of any of your obligations under this Agreement and have not (in the case of a breach which is capable of remedy) remedied the same within (14) days of a notice from the School requiring it to be remedied. For the purposes of illustration only (and without limitation), the following circumstances are examples of what the School is likely to regard as a material breach entitling it to terminate this Agreement:
  - Failure to pay any Fees or supplemental charges on time on more than two occasions;
  - Acting in such a way as to give the Headmistress cause to expel your child under Clause 6(d) of this Agreement;
  - Any other circumstance where your child is expelled from the School in accordance with the terms of this Agreement; and
  - Failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.
- b. Either party may cancel this Agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- c. For the avoidance of doubt, this Agreement shall end automatically at the end of your child's schooling which may be at the end of the Year 11 (Upper 5) if concerns are substantiated in relation to your child's entry to the sixth form, as provided for in Clause 7(a).

## 15. Force Majeure

- a. In this Agreement 'force majeure' shall mean any cause beyond a party's control including but not limited to, for the avoidance of doubt, strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination.

- b. In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this Agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure.
- c. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).
- d. Subject to Clause 14(b), if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of this Agreement and you shall then, following receipt of such notice, be entitled to cancel this Agreement on written notice and without giving one term and the holiday before's notice or paying Fees in lieu.
- e. Subject to Clause 3(k), in the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of her severe ill-health or physical impairment or a situation caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply. You shall, in consultation and cooperation with the School, use all reasonable endeavours to:
- Mitigate the effect of the long term absence or force majeure in order to continue to perform the obligations under this Agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely); and
  - Resume the performance of the obligations as soon as reasonably possible.
- f. In circumstances where, following the efforts made and steps taken under Clause 15 (d) your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay Fees, pro-rated accordingly) during the continuance of the force majeure; and

- g. In the event of the force majeure continuing to prevent your child from regularly attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this Agreement may be performed and, following such discussions, you shall be entitled to cancel the Agreement on written notice and without giving one term and the holiday before's notice or paying a term's Fees in lieu. The school reserves the right to adjust a pupil's curriculum based on lost progress due to prolonged absence based on Clause 15 (d). This may involve repeating an academic year.

## **16. Communications**

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address or contact details of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Acceptance Form as having been made to both or all such persons. Notices that you are required to give under these terms and conditions must be addressed to the Headmistress and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

## **17. Interpretation**

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

## **18. Jurisdiction and Governing Law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction.

## **19. Variations**

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.

**The following School policies are available upon request:**

- Access Policy
- Accessibility Plan
- Admissions Policy
- Alcohol & Drugs Policy (students)
- Assessment, Marking, Recording & Reporting Policy
- Anti-Bullying Policy
- Attendance Policy
- Behaviour & Discipline Policy
- Careers Guidance Policy
- Child Protection & Safeguarding Policy and Procedures
- Code of Conduct for Staff
- Collective Worship Policy
- Communications/Meetings with Parents Policy
- Complaints Policy
- Confidentiality Policy
- Continuing Professional Development Policy
- Critical Incident & Disaster Recovery Policy
- Curriculum Policy
- Data Protection Policy
- Data and Document Retention Policy
- Disability Policy
- English as an Additional Language Policy
- Equal Opportunities Policy
- E-Safety Policy (including Mobile Technology and AUPs)
- Expulsion, Removal & Review Policy
- Extra-Curricular Activities Policy
- Fire Policy
- First Aid Policy (including Administration of Medicine)

- Health & Safety Policy (including Risk Assessment)
- Homework Policy for Staff
- Media Liaison Policy
- Minibus Policy & Procedures
- Missing Pupil Policy
- Non-Collection of Children Policy
- Outdoor Education, Visits & Off-Site Activities Policy
- Photography & Media Policy
- Preventing Radicalisation Policy & Risk Assessment
- PSHE Policy (Personal, Social, Health & Economic Education)
- Relationships & Sex Education Policy
- Restraint of Pupils Policy
- Searching Students Policy
- Security, Access Control & Workplace Safety Policy
- Special Educational Needs and Learning Difficulties Policy
- Spiritual, Moral, Social & Cultural Development Policy
- Supervision Policy
- Teaching & Learning Policy
- Visitors & Visiting Speaker Policy
- Whistleblowing Policy
- Work Experience Policy
- Working with Volunteers Policy

# School Contact Details

**Headmistress Miss Sarah Dunn**

**Head's PA -Mrs Zoe Cunningham**

Tel: 01392 273417

Email: [headspa@maynard.co.uk](mailto:headspa@maynard.co.uk)

**School Office**, The Maynard School, Denmark Road, Exeter, EX1 1SJ

Tel: 01392 273417

Email: [office@maynard.co.uk](mailto:office@maynard.co.uk)

Web: [www.maynard.co.uk](http://www.maynard.co.uk)

The School Office is open from 08.00 until 17.00 during term time to take your calls (absences etc). Outside school hours, messages can be left on the answerphone. In the holidays the School Office is open from 09.00 - 12.00.

## **Finance Office:**

**Senior Finance Manager- Mrs Lorraine Beechener**

The Maynard School, Denmark Road, Exeter, EX1 1SJ

Tel: 01392 355990

Email: [bursarsoffice@maynard.co.uk](mailto:bursarsoffice@maynard.co.uk)

Other members of staff in the Finance Office:

Mrs P Williamson (Finance Officer)

Mrs M Green (Finance Assistant)

The Finance Office is open from 08.30 to 16.30 in term time and 09.00 to 12.00 in school holidays.

## **Chair of Governors**

Lady J Stanhope

The Maynard School

Denmark Road

Exeter

EX1 1SJ