



## TERMS AND CONDITIONS

These are the terms and conditions on which we provide educational services. Please read them 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. 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 Principal, Sarah Bacon on [sarah.bacon@wendoverschool.com](mailto:sarah.bacon@wendoverschool.com)

### Section 1 - Definitions

- 1.1 Meanings of some words and phrases we use in these terms and conditions. In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out in Annex A.
- 1.2 Who we are. Wendover Online School is part of Wendover Education, a company registered in England and Wales. Our company registration number is 08780114 and our registered office is at the HIF, Blisworth Road, Gayton, Northampton, NN7 3EY. Our registered VAT number is 351618310.
- 1.3 Our contract with you. The Acceptance Form, the Schedule of Fees, the School Rules (also known as the Student Code of Conduct) and these terms and conditions form the terms of an agreement (the "contract") between you and the School. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

### Section 2 - Acceptance and Deposit

- 2.1 How you accept our offer of a place. An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit. Please note deposits are not payable for part time students.
- 2.2 The non-refundable status of the deposit. The deposit is not refundable if your child does not take up their place at the School.
- 2.3 How we use the deposit. The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving (unless otherwise stated in these terms and conditions).

## **Section 3 - Withdrawing your Acceptance of a Place before your child joins the School**

- 3.1 Notice to withdraw your acceptance of a place before your child joins the School. If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice. 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 their place on or before the first day of the preceding summer term (ie, the final term of the previous academic year) or pay the fees in lieu referred to above.
- 3.2 If we receive a term's notice. If you provide a term's notice, no further fees will be payable.
- 3.3 If we do not receive that period of notice. If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the School upon demand as a debt. The term's fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid to the payment of the term's fees you will owe us.

## **Section 4 - School Fees, Extra Charges and Payment**

- 4.1 What the fees include. Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of educating your child.
- 4.2 What the fees do not include. We refer to any items charged to you in addition to the fees as extra charges. By way of example, any extra-curricular activities (such as individual music lessons) in which you agree in advance your child may participate and which need to be paid for, will be additional to items met by the fees and charged for accordingly. In addition, all public examination fees shall be charged as extra charges. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as extra to the fees.
- 4.3 Who is responsible for payment. Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and extra charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own. Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and extra charges owing to the School are paid. In practice this means that if fees or extra charges have not been paid then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.
- 4.4 How one person can remove him/herself from their payment responsibility. A person who has signed the Acceptance Form may be removed from their payment responsibility under this contract 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 before submitting such notice.

- 4.5 How the fees are charged and payment requirements. The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. 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 by email. The fees must be paid in full by direct bank transfer on or before the first day of the term to which the invoice relates. We may not allow your child to attend the School if you do not pay on time. The School will also accept payment of the annual fees in 10 equal instalments payable on 4<sup>th</sup> August and monthly thereafter to 4<sup>th</sup> May inclusive. Invoices for part time students are sent termly in advance where possible and must be paid in full by direct bank transfer before lessons start.
- 4.6 Payment of extra charges. All extra charges for each term will be included in the School's fees invoice. All such extra charges must be paid in full by direct bank transfer on or before the first day of the next term.
- 4.7 Non-payment of fees. We may refuse to allow your child to attend the School or withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.
- 4.8 Non-payment of extra charges. We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable extra charge for that activity or examination(s) remains unpaid.
- 4.9 We can charge interest if you pay late. If you do not make payment to the School by the due date for payment we may charge interest to you on the overdue amount at the rate of 3% per month. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the School the interest together with the overdue amount.
- 4.10 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 extra charges from you (including reasonable legal costs, ie costs that would be allowable by the courts if judgment was made in the School's favour).
- 4.11 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.
- 4.12 Our ability to increase the fees. We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required notice of withdrawal to the School under Section 5 below.
- 4.13 Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed extra charges will not be reduced or refunded as a result of absence due

to illness or otherwise. Part time students who are unable to attend a lesson are required to give a minimum of 5 days' notice in writing in order for a refund to be made.

- 4.14 Information on your identity and the source of funds. From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify your identity, your child's identity and the source of funds you are using to pay the fees. You must provide the School with the information and documentation we ask for.
- 4.15 Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. The School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.

## **Section 5 - Notice Requirements**

- 5.1 Notice to withdraw your child from the School. If you wish to withdraw your child from the School (other than at the normal leaving date which is at the end of year 6, year 11 or year 13), you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice, at the rate that would have been charged for the final term of provision if a term's notice had been given. The School will credit the deposit you have paid to the payment of any such fees in lieu of notice. This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (ie at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (ie the final term of the preceding academic year) or pay the fees in lieu of notice referred to above. Please note that for children who join the School on or before the start of the Autumn Term 2021, the required notice period is reduced to half a term.
- 5.2 When the relevant amount in lieu of notice must be paid. In cases under para 5.1 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand.
- 5.3 Notice to withdraw your child from participating in an activity covered by an extra charge. If you wish to withdraw your child from an activity charged for as extra, you must either give a half-term's notice to that effect or pay to the School as a debt a half-term's charges for the activity in which your child has ceased to participate.
- 5.4 Withdrawal part-way through a term does not reduce the amount you owe to the School. 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.
- 5.5 Part time students. If you wish to withdraw your child from part time lessons, you must give a minimum of 4 weeks' notice in writing, or pay to the School fees in lieu of the notice period.

## **Section 6 - School Rules**

- 6.1 Compliance with the School Rules. It is a condition of remaining at the School that you and your child comply with the School Rules. In addition, you must ensure that your child attends lessons punctually and that your child conforms to any rules of appearance and behaviour as we may issue.

## **Section 7 - Suspension, Exclusion and Required Removal**

- 7.1 The Principal's discretion to suspend or exclude your child from the School. The Principal may in her discretion suspend or, in serious or persistent cases, exclude your child from the School if she considers that your child's conduct or behaviour is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children. You will not be entitled to any refund or remission of fees or extra charges due (whether paid or payable) in or relating to the term in which your child is suspended or excluded.
- 7.2 The Principal's discretion to require you to remove your child from the School. Instead of suspension or exclusion, the Principal may in her discretion require you to remove your child from the School if she considers that:
- your behaviour or conduct 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 wellbeing 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
  - your child's attendance or progress at the School is unsatisfactory and, in the reasonable opinion of the Principal, 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 extra charges for the period after the removal will be refunded.
- 7.3 Impact of exclusion or required removal on this contract. This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.
- 7.4 Your right to have decisions to exclude or require the removal of your child reviewed. You are entitled to have any decisions taken by the Principal to suspend, exclude or require the removal of your child reviewed. Any such review shall be governed by the Complaints Procedure.

## **Section 8 - The School's Obligations**

- 8.1 The period of your child's schooling. Subject to these terms and conditions, the School will accept your child as a pupil of the School and register your child on the School's

statutory register from the time of joining the School until the end of his or her schooling with us.

- 8.2 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 participating in activities organised by the School. We cannot accept any responsibility for the welfare of your child while not undertaking School activities.
- 8.3 Our right to make changes at the School. Our website and prospectus describe the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum. Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under para 5.1 above.
- 8.4 Monitoring your child's progress at the School. We will monitor your child's progress at the School and produce regular written reports. We will 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.

## **Section 9 - The Parents' Obligations**

- 9.1 Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:
- maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract and including in the tone, content, volume and/or nature of your communications with the School);
  - encouraging your child in his or her studies, and giving appropriate support at home;
  - keeping the School up-to-date and informed of matters which affect or may affect your child;
  - 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 them) are not withheld;
  - providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and
  - attending meetings via Zoom and keeping in touch with the School where your child's interests so require.

- 9.3 You must notify us of your child's health/medical conditions or special educational needs. You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has or subsequently develops, whether underlying, long-term, or short-term. 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.
- 9.4 We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You 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, you accept that the School is entitled to treat any instruction, authority or request received from one of you as having been given on behalf of both of you and any communication from the School to one of you as having been given to both of you.
- 9.5 You must notify us of your child's absence from School. The School must be informed as soon as possible via email or text of any reason for your child's absence from lessons. You can do this by contacting the School Administrator by email or texting on the family whatsapp group which is created for each family whose children attend the School. Wherever possible the School's prior consent should be sought for absence from the School.
- 9.6 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 undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the Complaints Procedure is available from the School at any time upon request.

## **Section 10 - How we may use Personal Information: References, Confidentiality and Data Protection**

- 10.1 References for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us 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 responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- 10.2 We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and audio-visual recordings, both whilst your child is at the School and after he or she has left, for the purposes of:
- managing relationships between the School and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes,

safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and

- promoting the School to prospective pupils/parents, publicising the School's activities, and communicating with the school community including former pupils.

10.3 We will send information (eg school reports) about your child to both of you as a matter of course. Any person who has parental responsibility for your child is 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 will therefore disclose such information as a matter of routine to each such person 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).

10.4 Data Protection Law. The School will process personal data about you and your child in accordance with data protection law, including the Data Protection Act 2018 (as it is amended or superseded) and other related legislation.

## **Section 11 - Intellectual Property Rights**

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

## **Section 12 - Changes in Ownership, etc**

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

## **Section 13 - Ending this Contract**

13.1 Our rights to end the contract. In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Section 7, 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:

- you do not make a payment to us when it is due and you still do not make payment within 14 days of us reminding you that such payment is due;
- you make a serious misrepresentation of facts or circumstances to us, or you withhold important information from us, about you and/or your child that is relevant to the provision of education by the School to your child;
- you fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity, or the source of funds you are using to pay the fees;



- 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 Principal'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.

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

- you have a legal right to end the contract because of something we have done wrong; or
- the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

13.3 When this contract will end if not terminated early. For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling with Wendover Online School.

13.4 Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

## **Section 14 - Communications between you and the School**

14.1 Notices must be in writing. When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

14.2 We will use the contact details held by the School to contact you. Communications (including notices) will be sent by the School to you at the email 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.

14.3 How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Principal and sent by email to the School using this email address:  
[sarah.bacon@wendoverschool.com](mailto:sarah.bacon@wendoverschool.com)

## **Section 15 - The Law that applies to this contract and where legal proceedings may be brought**

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

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

## **Section 16 - Changes to these Terms and Conditions**

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

## ANNEX A

### DEFINITIONS USED IN THESE TERMS AND CONDITIONS

- "**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 is not intended to form part of the contract between you and the School. A copy of the most up-to-date procedure is available from the School at any time upon request;
- "**contract**" has the meaning given in para 1.3 above;
- "**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;
- "**Principal**" means the person appointed to be responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated;
- "**Schedule of Fees**" means the note of the School's prevailing fees notified to you from time to time and a copy of which remains available on the School's website;
- "**School Rules**" means the body of rules of the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the then current version of the rules is provided to each child on entry and is sent to parents with the Acceptance Form. Parents will be notified of subsequent changes to the rules;
- "**term**" means a term of the School as notified to parents from time to time;
- "**a term's notice**" means **written** notice given not later than the first day of the term before the term to which the notice relates. If, for example, a term's notice is required to withdraw your child with effect from the start of the summer term (which is the term to which the notice relates) then a term's notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the spring term immediately before;
- "**terms and conditions**" means these terms and conditions as may be amended from time to time;
- "**we**" or the "**School**" means the legal entity carrying on as the School as identified in para 1.2 below; and
- "**you**" or the "**parents**" means each person who has signed the Acceptance Form as a holder of parental responsibility for the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form.