

Terms and conditions

The Mulberry House School Limited

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The Mulberry House School terms and conditions

1 Terminology

- 1.1 **Admitted:** The Pupil is Admitted to the School when the School receives the acceptance form and a deposit.
- 1.2 **Cancellation:** means the cancellation of a place at the School after the Pupil is Admitted to the School and before Entry to the School.
- 1.3 **Entry:** occurs on the first day the Pupil attends the School.
- 1.4 **Extras:** means alone or in combination clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded), reasonable administrative charges, bank charges arising from default in Fees payment or late payment charges.
- 1.5 **Fees:** means alone or in combination any of the Registration Fee, the Acceptance Deposit, tuition fees, fees for extra tuition, or Extras.
- 1.6 **Fees in lieu of notice:** means one full Term's fees immediately payable as debt when the Parents fail to provide Notice. Fees in lieu of notice will be at the full Fees rate for the Term following Withdrawal.
- 1.7 **Headteacher:** means the Headteacher of the School as appointed by the Proprietors. The Headteacher is responsible for the day-to-day running of the School.
- 1.8 **Notice:** means a term's written notice given by all who have signed the Acceptance Form before the first day of the Pupil's final term, and addressed to and received by the Headteacher personally.
- 1.9 **Parental Responsibility:** means legal responsibility for the Pupil. All those with Parental Responsibility must agree to the Pupil being Admitted to the School before the Parents sign the acceptance form.
- 1.10 **Parents or You:** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.
- 1.11 **Pupil:** means the child named on the acceptance form. The age of the Pupil will be calculated in accordance with British custom.
- 1.12 **School or We or Us:** means The Mulberry House School as now or in the future constituted (and any successor). The School is constituted as a private limited company.
- 1.13 **Proprietors:** means the Directors of The Mulberry House School Limited who are responsible for governance of the School.

- 1.14 **Term:** means the period between and including the first and last days of the relevant School term.
- 1.15 **Term's Written Notice:** has the meaning set out in clause 7.1.
- 1.16 **Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice at any time after Entry to the School.
- 1.17 **Core Day Pupils:** means pupils who attend the School during normal school hours only.

2 Acceptance and deposit

- 2.1 **Legal Contract:** A legally binding contract is formed on these terms and conditions together with:
- 2.1.1 the letter of offer;
 - 2.1.2 the acceptance form; and
 - 2.1.3 the School's fees list.
- 2.2 **Acceptance Deposit:** A deposit (**Acceptance Deposit**) as shown on the Acceptance Deposit Rates list is payable when the Parents complete the acceptance form issued by the School. The Acceptance Deposit will be retained by the School until after the Pupil leaves and will be repaid without interest to the Parents unless stated otherwise in these terms and conditions.

3 Fees

- 3.1 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the Term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid.
- 3.2 **Payment of Fees by a third party:** An agreement with a third party (such as an employer, grandparent or step-parent without parental responsibility) 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 Headteacher. The School reserves the right to refuse a payment from a third party.
- 3.3 **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.
- 3.4 **Refund or waiver:** Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund Fees will not be refunded or waived if:
- 3.4.1 the Pupil is absent through illness; or
 - 3.4.2 a Term is shortened or a vacation extended; or

- 3.4.3 the Pupil is released home before the normal end of a Term; or
- 3.4.4 the School is temporarily closed due, for example, to adverse weather conditions; or
- 3.4.5 for any other reason.

See also Section 8 for information about events beyond the control of the parties.

- 3.5 **Exclusion for non-payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of notice will be payable immediately by the Parents.
- 3.6 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 2% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.
- 3.7 **Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child of the Parents.
- 3.8 **Instalment arrangements:** An agreement by the School to accept payment of Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School.
- 3.9 **Fees in advance:** An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
- 3.10 **Fees increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the School written notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of notice. The Acceptance Deposit, if paid, will be refunded without interest less any sums owing to the School.
- 3.11 **Information about fees:** The Parents consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.
- 3.12 **Anti-money laundering:** From time to time, the School may need to obtain satisfactory evidence such as sight of a passport of the identity of a person who is paying Fees.

4 Educational matters

- 4.1 **Provision of education:** The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is

suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The School cannot guarantee that the Pupil will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.

- 4.2 **Organisation of the curriculum:** The right is reserved to the Headteacher to organise the School and the curriculum in the most appropriate manner to meet the requirements of the whole School community. Such organisation may include class sizes, streaming or setting year groups.
- 4.3 **Progress reports and references:** The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of parents' meetings and open access to assessment records. Written reports are provided for all children in the Prep classes. Information provided by the School in a reference shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 4.4 **Learning difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". If an assessment by the School reveals that the Pupil may have a learning difficulty the Parents will be notified and advised that a formal assessment of the Pupil is required. It shall be the Parents' responsibility to arrange and pay for a formal assessment. The School reserves the right to charge for the provision of additional teaching as an Extra.
- 4.5 **Information about learning difficulties:** The Parents shall notify the Headteacher in a confidential letter when returning the Acceptance Form and subsequently in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Headteacher and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching.
- 4.6 **Moving up the School:** The Parents accept that after Entry the Pupil is expected to progress through the School and complete the place stated in the letter of offer unless this place is subsequently varied in writing by the Headteacher. Progression will be subject to the Pupil satisfying the academic requirements at the time and the requirements for good behaviour and discipline which are explained in the School's behaviour management policy. The Parents of children in the Transition class who have reserved a space in the Prep classes will be consulted before the end of the Spring Term if the School considers that the Pupil may not progress to the next stage of the School.
- 4.7 **Educational visits:** A variety of educational visits will be provided for the Pupil. By signing the Acceptance Form or agreeing to be bound by these terms and conditions the Parents consent to the Pupil taking part in any educational visit. The Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit.

5 Pastoral care

- 5.1 **The School's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard

required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and policies of the School community and the rights and freedoms of others.

- 5.2 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School must be notified to the School as soon as practicable. A copy of the School's complaints procedure can be supplied on request.
- 5.3 **Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his / her parents. If a conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 5.4 **Headteacher's authority:** The Parents authorise the Headteacher to take and / or authorise in good faith all decisions which the Headteacher considers on proper grounds will safeguard and promote the Pupil's welfare.
- 5.5 **Physical contact:** The Parents consent to such physical contact with the Pupil:
- 5.5.1 as may accord with good practice; or
 - 5.5.2 as may be appropriate and proper for teaching and instruction; or
 - 5.5.3 for providing comfort to the Pupil in distress; or
 - 5.5.4 to maintain safety and good order; or
 - 5.5.5 in connection with the Pupil's health and welfare.
- The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision, the risk of injury cannot be eliminated.
- 5.6 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- 5.6.1 any known medical condition, health problem or allergy affecting the Pupil;
 - 5.6.2 any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;
 - 5.6.3 any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
 - 5.6.4 any family circumstances or court order which might affect the Pupil's welfare or happiness;
 - 5.6.5 any concerns about the Pupil's safety.
- 5.7 **Medical care:** The Parents must comply with the School's recommendations which may include a reasonable decision to release the Pupil home when he / she is unwell.

- 5.8 **Medical information:** The Parents agree that the School shall have the right to disclose medical information about the Pupil if it is considered to be in best interest of the health and welfare of the Pupil or other members of the School community. Such information will be given and received on a confidential "need to know" basis.
- 5.9 **Emergency medical treatment:** The Parents authorise the Headteacher to consent on their behalf to the Pupil receiving emergency medical treatment if after reasonable endeavours the School cannot contact either of them.
- 5.10 **Communications from parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents. This requirement does not apply to the giving of notice for the cancellation of the place or the Withdrawal of the Pupil from the School. Those persons who are required to consent to or to give notice of cancellation or Withdrawal are set out in clause 1.8.
- 5.11 **Photographs or images:** By signing the Acceptance Form or agreeing to these terms and conditions the Parents consent to the School obtaining and using photographs or images of the Pupil for:
- 6.15.1 use in the School's promotional material such as the prospectus, the website or social media;
 - 6.15.2 press and media purposes;
 - 6.15.3 educational purposes as part of the curriculum or extra-curricular activities;
- unless the School is informed otherwise and that request has been acknowledged in writing by the Headteacher.
- 5.12 **Use of pupil images:** The Parents agree that they will not post images of any prospective current or former pupil on Facebook or other social media whether this is with the pupil's parents' consent or otherwise.
- 5.13 **School's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

6 Behaviour and discipline

- 6.1 **School behaviour and discipline:** The Parents accept that the Headteacher is entitled to set policies for behaviour management at the School. The Parents accept the authority of the Headteacher and of other members of staff on the Headteacher's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's disciplinary policy which is current at the time applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.
- 6.2 **Parents' support:** The Parents agree to support the School in upholding its policies including on behaviour management. The Parents shall ensure that the Pupil will comply with the School policies and reasonable requirements including with regard to punctuality and the wearing of uniform.
- 6.3 **Sanctions:** The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those policies may undergo

reasonable change from time to time but will not authorise any form of unlawful activity.

- 6.4 **Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline. Expulsion is reserved for the most serious breaches of discipline or behaviour.
- 6.5 **Required removal:** The Parents may be required to remove the Pupil permanently from the School if, after consultation with the Parents, the Headteacher considers that the Pupil's conduct, behaviour or progress warrants this sanction. The Headteacher may also require the removal of the Pupil if the Parents have treated the School or members of its staff or community unreasonably.
- 6.6 **Fees after expulsion or required removal:** The School shall not waive or refund any Fees paid by the Parents following an expulsion or required removal. On expulsion, the Acceptance Deposit shall be retained by the School. Following a required removal the Acceptance Deposit shall be refunded without interest less any sums owing to the School.
- 6.7 **Procedural fairness:** The Headteacher shall act with procedural fairness in dealing with such cases. Investigation of a suspected breach of discipline or behaviour shall be carried out by the School in a fair and unbiased manner.
- 6.8 **Review:** The Headteacher's decision to expel or require the removal of the Pupil shall be subject to a Review, if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the review.

7 Notice and termination

- 7.1 **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if the Parents wish to:
- 7.1.1 cancel the place after the Pupil is Admitted; or
 - 7.1.2 withdraw the Pupil after Entry; or
 - 7.1.3 discontinue extra tuition for the Pupil.
- 7.2 **Fees in lieu of notice:** Where the Parents have not given a Term's Written Notice of Withdrawal, the Parents shall become immediately liable to pay Fees in lieu of notice as debt at the full Fees rate applicable for the Term following Withdrawal. One Term's Fees in lieu of notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater.
- 7.3 **Prior consultation:** It is expected that the Parents will consult with the Headteacher before they give Notice.
- 7.4 **Cancelling acceptance:** Following the Cancellation of the place the Parents shall be liable to pay as a debt to the School one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, if less than a Term's Written Notice of cancellation has been given. If more than a Term's Written Notice of Cancellation

has been given the School will limit the Parents liability to the Acceptance Deposit held.

- 7.5 **Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to two weeks from the date the Acceptance Form was signed. The Acceptance Deposit will then be retained by the School. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will become liable to pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit.
- 7.6 **Change of type of place:** The Parents must obtain the express permission of the Head in writing if the Parents or the Pupil wishes to change the type of place at the School at least a Term before they wish the change to take effect. At the discretion of the Head, the School has the right to postpone or refuse a transfer request and the Head will consider the best interests of the Pupil and the School in reaching the decision. Any such change of place is subject to the availability of places.
- 7.7 **Termination by the School:** The School may terminate this agreement on one Term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees.

8 Events beyond the control of the parties

- 8.1 **Force majeure:** An event beyond the reasonable control of the School or the Parents is a **Force Majeure Event** and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 8.2 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 8.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 8.2 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 8.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 8.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

9 General contractual matters

- 9.1 **Changes to these terms and conditions:** The School may change these terms and conditions from time to time. The Parents will be provided with a copy of any revised terms and condition before any changes take effect.
- 9.2 **Changes to the School:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. Wherever possible, the School will endeavour to consult with the Parents and to provide as much notice as possible of a

change to the School which it considers will have a significant impact on the Pupil's education or welfare. In addition, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.

- 9.3 **Consumer protection:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe the Unfair Terms in Consumer Contracts Regulations 1999 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- 9.4 **Data protection:** By signing the acceptance form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and, so far as they are able, on behalf of the Pupil consent to the processing by the School of personal information including:
- 9.4.1 financial information relating to the Parents;
- 9.4.2 sensitive personal information relating to the Parents and / or the Pupil;
- as is deemed necessary for the legitimate purposes of the School. See also the School's *Data protection information notes* as set out in Schedule 1.
- 9.5 **Representations:** The School's prospectus and website describe the broad principles on which the School is operated and gives an indication of its curriculum, ethos and history. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. If the Parents wish to place specific reliance on a matter contained in the prospectus, website, or on a statement made by a member of staff or a pupil they should seek written confirmation of that matter from the Headteacher.
- 9.6 **Third party rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 9.7 **Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.
- 9.8 **Jurisdiction:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

The Mulberry House School Limited: a Private Limited Company
Registered in England, Company Number: 7261427
Registered Office: 7 Minster Road, London, NW2 3SD

Schedule 1 Data protection information notes

- 1 The School holds information about you and your child including exam results, parent and guardian contact details, financial information and details of medical conditions. This information is kept electronically on the School's information management system or manually in indexed filing systems.
- 2 These notes refer to the **processing** of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.
- 3 The School processes information about you and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and / or the School processing financial information obtained from you or from third parties such as credit reference agencies.
- 4 The School may process different types of information about your child for the purposes set out above. That information may include:
 - 4.1 medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child;
 - 4.2 personal details such as home address, date of birth and next of kin;
 - 4.3 information concerning your child's performance at School, including discipline record, School reports and examination reports;
 - 4.4 financial information including information about the payment of fees at this School or any other school.
- 5 Where in the professional opinion of the Headteacher it is deemed necessary we may share information with certain third parties.
- 6 We may, in order to verify your identity and so that we can assess your application for credit in contemplation of an agreement for the deferment of fees, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about you. Failure to supply information may result in a refusal of credit.