

Crackley Hall School, Crescent School & Princethorpe College

Terms and Conditions

1. Definitions

a) 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;

"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 Schedule of Fees;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"half a term's notice" means written notice received not later than the first day of term or received before the start of a half term;

"Head" means the person appointed by the trustees of the Foundation to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"Schedule of Fees" means the published note of the School's prevailing fees;

"School Rules" means the rules of the School, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the School, as those rules 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;

"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 preceding the term to which the notice relates;

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

"Third Party Agreement" means the terms and conditions of a separate agreement between you and a third-party provider which relate to the monthly payment of fees;

"we" or the "School" means the legal entity identified in Clause 1(b) below, or its duly authorised representative, as the context requires and which owns and operates the educational institution referred to in the Acceptance Form as Crackley Hall School (excluding Little Crackers Nursery), The Crescent School or Princethorpe College (as applicable);

"you" or the "parents" means each person who has signed the Acceptance Form as a person with parental responsibility for the child or a person who with the School's written consent replaces a person who has signed the Acceptance Form.

- b) We are The Princethorpe Foundation ('the Foundation'), a charitable company registered in England and Wales. Our company registration number is 04177718 and our registered office is at Princethorpe College, Princethorpe, Rugby, Warwickshire, CV23 9PX. Our registered charity number is 1087124.
- c) The Acceptance Form, the Schedule of Fees and these terms and conditions (as in each case may be varied from time to time) form the terms of a **contract** between you and the School and constitute the entire agreement between the parties. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

- a) An offer of a place for your child at the School is accepted by you submitting the completed Acceptance Form and paying the deposit.
- b) The deposit is **non-refundable** if your child does not take up a place at the School. The limited exception to this is where notice is given in accordance with Clause 2c) and we actually fill the specific vacancy created by your child's withdrawal, in which case we shall refund the deposit to you less our costs in administering your dealings with us or a reasonable estimate of those costs. You should be aware that in the event of a late withdrawal it is very unlikely that we would be able to find a replacement. The deposit will form part of the general funds of the School until it is refunded without interest on your child leaving the School after the final payment of the fees or other sums due to the School.
- c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but **before** your child starts at the School, you must give the Head 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 you provide the notice required by this Clause 2(c) the deposit will be forfeited in accordance with Clause 2(b) above (subject to the limited exception for repayment as set out in Clause 2(b) above) but no further fees will be payable. If you do not provide the notice required by this Clause 2(c), a term's fees (charged at the rate applicable for the term immediately preceding the term when your child was due to start) shall be payable and shall become due and owing to the School as a debt. The School will credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship, bursary or discount awarded to you.

3. School Fees, Supplemental Charges and Payment

- a) All the costs incurred in the usual course of educating your child, including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.
- b) Where you are eligible to receive a sibling discount on fees, subject to the bursary provisions set out in Clause 4(b) below, the youngest sibling will be charged the full rate applicable under this contract and the discount will be applied to the fees due under this contract as follows: 5% discount for the second and third siblings, and 10% discount for the fourth and any subsequent siblings of a registered pupil attending any of the schools in the Foundation. This means that the benefit of the sibling discount will be applied to the eldest child(ren). Fees charged at the full rate will be payable by you when fewer than two siblings attend any of the schools in the Foundation, excluding children attending the Nursery. If you have been awarded a discount on fees, your responsibility will be to pay for the amount of fees due under this contract after taking account of that discount.
- c) We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as **supplemental charges**. By way of

example, any extra-curricular activities such as trips and visits in which you agree in advance your child may participate, shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges shall be charged as supplemental to the fees.

- d) Every person who has signed the Acceptance Form is jointly and individually liable for the whole of the fees due and any supplemental charges unless and until the School has agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or supplemental charges or any part of them.
- e) A person who has signed the Acceptance Form may withdraw from this contract by submitting a term's notice to the School provided they have obtained the prior written consent of **both** the School and any other person who has signed the Acceptance Form.
- f) All fees are payable in advance so that the services which the School provides under this contract shall have been paid for prior to the provision of those services. School costs are planned on an annual basis and fees are payable by you, except where we have agreed that you may pay the fees due under this contract on a monthly basis under the terms of a Third-Party Agreement, in three termly instalments per academic year, payable by you in full on or before the first day of the term to which the invoice. All fees will be included in an invoice sent to you (or such other person(s)) the School may have agreed separately shall pay the fees under **Clause 3(d)** above.
- g) All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included on the fees invoice and must be paid in full on or before the due date shown on the invoice.
- h) We reserve the right to refuse to allow your child to attend the School, participate in trips and visits or to withhold any references while fees and/or supplemental charges remain unpaid or there is a persistent default in relation to the fees and/or supplemental charges. We may make an interest charge of 4 per cent a year above the base rate from time to time of the School's bank. 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.** A charge of £10 may be levied by the School in respect of each letter sent to you by the School in respect of late payment. You will also be liable to pay all costs, fees and charges including legal fees and cost reasonably incurred by the School in the recovery of any unpaid fees. We may inform other schools or educational establishments to which you propose to send your child of any outstanding fees and/or supplemental charges.

We may, on three days' written notice to you, exclude your child where fees remain unpaid. Where your child remains excluded for 28 days for non-payment of fees, your child will be deemed withdrawn without the required term's notice and the appropriate sum in lieu of notice will be payable on demand. For the avoidance of doubt, the School will not provide educational services (including remotely) during any such period of exclusion.

- i) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give you at least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.
- j) Fees and/or any supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, if a term is shortened or a vacation extended, where education is provided remotely or for any other cause other than at the sole discretion of the Head in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the School can properly budget its expenditure and to ensure that the cost of an individual default does not fall on other parents.

- k) There will be no discount or refund of fees and/or supplemental charges if the School is forced to close as a result of bad weather. We will do our best to inform you in good time if the School is closed or is closing early because of adverse weather conditions. In the case of bad weather, the decision to send a child to school is completely at the discretion of parents. We will try to the best of our ability to make movement around the campuses safe but those who choose to enter do so at their own risk. If is closed because of bad weather, if at all possible skeleton staff will try to open the site for candidates sitting public examinations. It may or may not be possible under these circumstances to offer a transport or food service to your child and you should contact the School if you have any concerns in this regard.
- l) In the event that your child at Princethorpe College 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.
- m) From time to time we may ask you to provide us with information, that we consider to be satisfactory, so that we can verify:
 - (i) your identity;
 - (ii) your child's identity;
 - (iii) your child's right to enter, live and study in the United Kingdom; and
 - (iv) the source of funds you are using to pay the fees.

You must provide to the School the information that we ask for.

***Please note** that the following provision relates to those parents who have been awarded a scholarship or bursary for their child. Such awards are reviewed periodically. Scholarships are discretionary and normally only awarded for pupils at Princethorpe College.*

Scholarship and bursary awards refer to fee concessions on the main tuition fees only: all supplemental charges are charged at the prevailing rate.

4. Scholarships & Bursaries

- a) If your child has been awarded a scholarship and/or a bursary, your liability will be for the amount of fees due after taking account of that award. A scholarship and/or bursary award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that an award may be withdrawn from your child, you shall be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School. The bursary and/or scholarship shall otherwise automatically cease at the end of your child's schooling at the School. You shall keep the value of any scholarship or bursary awarded to you confidential.
- b) **Bursaries:** Where there is a material change in your financial circumstances the bursary award may be changed or withdrawn by the School. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. If there is a material change in your financial circumstances between periodic reviews, you must inform the Foundation bursar without delay. Where a bursary is awarded any sibling discount relating to a child in receipt of the bursary will be withdrawn.

- c) Scholarships:** Unless otherwise agreed with the Head in writing, it is a condition of a music award that your child sings in Princethorpe College's choir, plays in the orchestra and is available for tours, productions, concerts and rehearsals and studies music at GCSE and in the sixth form. Unless otherwise agreed with the Head in writing, it is a condition of an art award that your child will study art at GCSE and in the sixth form. An art and music award will normally be withdrawn on entry to the sixth form where your child ceases to study the subject required by this Clause 4(c).

5. Notice Requirements

- a) If you wish to withdraw your child from the School (other than at the normal leaving date), you shall either give a term'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 a term's notice had been given. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2(b) above) to the payment of any such fees in lieu of notice.
- b) In cases under Clause 5(a) above, where the required notice is not given, the appropriate sum in lieu of notice will become payable by you on demand.
- c) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give 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 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.

6. School Rules

- a) It is a condition of remaining at the School that your child complies 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.
- b) The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- c) 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. The School may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7. Disciplinary Procedures

- a) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.

- b) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of you or one of you is, unreasonable; and/or affects or is likely to affect adversely your child's or other children's progress at the School, or the well-being of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract.
- c) Should the Head exercise his/her right under sub-clause 7(a) or 7(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded or suspended and (save in relation to suspension) the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any fees or supplemental charges that have been paid for or relating to the term following the exclusion/required removal will be refunded.
- d) 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 Head 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.
- e) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 7. The review of disciplinary procedures under this clause 7 is governed by the final stage of the Complaints Procedure.

8. The School's Obligations

- a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her primary schooling at Crackley Hall or The Crescent School, or until the end of his/her secondary schooling at Princethorpe College. However, Princethorpe College shall not be obliged to permit your child to enter the sixth form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. Princethorpe College may make a decision as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations.
- b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. We cannot accept any responsibility for the welfare of your child while off the School premises unless he/she is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child); maintaining a cooperative, courteous and constructive relationship with School staff; ensuring all information notified or otherwise disclosed to the School about you and/or your child is accurate, truthful and not misleading and that relevant information is not withheld; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- d) Unless you notify the School to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

- e) If your child requires urgent medical attention while under the School's care, the School will if practicable attempt to obtain your prior consent. However, should the School be unable to contact you the School shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor or other medical practitioner.
- f) The School prospectus, website and associated marketing materials are not contractual documents and unless otherwise specifically agreed in writing, do not form part of this contract between you and the School. These documents 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 term dates, the School day, the School's premises and facilities, the curriculum or the manner of providing education for your child (including by providing education remotely (for example, we are required to close the School premises)), and we reserve the right to do so. For this reason, please notify the Foundation's Bursar if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version.
- g) We will endeavour to give you notice of any changes at the School 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.
- h) The School shall monitor your child's progress at the School and produce regular written reports. The School shall advise you if they have any concern about your child's progress but do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for your child's needs.
- i) Religious observance at the School shall be conducted in accordance with the School Rules.
- j) If your child is of sufficient maturity and understanding, he or she has certain legal rights which the School will observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality. If a conflict of interests arises between you and your child the rights and wishes of, and duties owed to, the child may take precedence over the rights and wishes of, and duties owed to you.

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. You undertake to inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has or subsequently develops, whether long-term or short-term, including any infections or virus. You must also provide on request by the School any reports or other materials relevant to any of the same. If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14(a).
- b) If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. Where it is considered appropriate, the School will try to continue providing education to your child remotely during such period.
- c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child, including for their education or welfare.

- d) You must notify the School if, at any time prior to or during your child's time at the School, there are any court orders that relate to, or that may impact on, the provision of education to your child. In such circumstances you must promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained permission of the court if necessary.
- e) Except under Clause 9 (f) below, the School is entitled to treat any communication, 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.
- f) A notice of withdrawal under this contract must be in writing and signed by each of you as holders of parental responsibility for your child and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice.
- g) The Head 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.
- h) 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. It is in the interests of all parties that a courteous and constructive relationship is maintained with School staff at all times. Failure to do so may result in the withdrawal of your child's place.
- i) To facilitate the smooth running of the School and to enable staff to be sufficiently prepared, you should make an appointment to see a member of staff.

10. Insurance

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.

11. Data Protection, Confidentiality and References

- a) The School may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by the School shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- b) We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include names, contact details, school records, photographs and video recordings, both whilst your child is at the School and after he or she has left for the purposes of: (i) 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 School community and the body of former pupils.
- c) You must (i) confirm (or update if necessary), 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.

- d) You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 2018 (as amended or superseded)).
- e) The School will process personal data about you and your child in accordance with the General Data Protection Regulation, the Data Protection Act 2018 (as amended or superseded) and other related legislation. We will process such personal data: (i) as set out in this Clause 11, and in the School's Data Protection Notices which are available on the School's website as may be amended from time to time; (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

12. Intellectual Property Rights

We shall recognise any intellectual property rights created, generated or owned by or vested in your child. Intellectual property, including copyright, created solely by your child in the course of their studies or in connection with the School will be owned by your child. Where your child creates a work protected by an intellectual property right in the course of their studies or in connection with the School jointly with an employee of the School, the intellectual property right shall be owned jointly by your child and the School. You hereby grant a non-exclusive licence to the School permitting the use by the School of all intellectual property rights created by your child in the course of their studies or in connection with the School, either alone, jointly with another pupil, or jointly with an employee of the School.

13. Changes in Ownership etc

For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation. The transfer will not affect your rights under this contract.

14. Termination

- a) In addition to our rights to terminate elsewhere in this contract, we may terminate this contract at any time by notice in writing without prejudice to our other remedies and without any obligation to return any deposit or fees paid to you if:
 - (i) you (or either of you) are in material breach of any of your obligations under this contract such that we have a legal right to end the contract or, in the Head'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. For the avoidance of doubt persistent non-payment of fees is a material breach under this contract;
 - (ii) you (or either of you) are unable to pay the fees and supplemental charges due under this contract and/or are otherwise subject to a bankruptcy petition or order or enter into an individual voluntary arrangement;

- (iii) you (or either of you) make a serious misrepresentation of facts or circumstances to us or withhold important information from us about you and/or your child, for example, your child's identity or the sources of funds that you are using to pay the fees as required by Clause 3n).
- b) You may end this contract by notice in writing to the School if the School breaches its obligations under the contract; or becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- c) For the avoidance of doubt, if your child is accepted as a pupil at Crackley Hall School or The Crescent School this contract shall automatically terminate at the end of your child's primary schooling being the end of Year 6. If your child is accepted as a pupil at Princethorpe College this contract shall terminate at the end of Year 11 if your child does not meet any requirements imposed under Clause 8(a) for entry to the sixth form. A separate application will be required if you wish for your child to progress from Crackley Hall School or the Crescent School to Princethorpe College.

15. Transport

- a) The School can organise for pupils aged 8 or above to travel to and from the School by bus or coach, either on a regular or occasional basis. Morning, afternoon or both way passes are charged as supplemental charges and are payable in accordance with Clause 3(g).
- b) If you wish to withdraw your child from the School transport service or change the service used, you shall either give a full half term's notice to that effect or shall pay to the School a half term's charges in lieu of notice.
- c) All transport services are subject to periodic review and we may cancel, alter or introduce additional routes as may be necessary in the circumstances or according to variation in demand. Charges are also subject to periodic review.
- d) It is your responsibility to ensure your child carries a valid pass or a ticket in order to use the school transport service. We may impose a penalty fare if your child does not present, or regularly fails to present, a valid pass or ticket.
- e) For the avoidance of doubt, the School Rules cover pupil behaviour whilst travelling on School transport.

16. Force Majeure

- a) In this Clause 16 "force majeure" shall mean any circumstance beyond your or our reasonable control (including, without limitation, 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, collapse of buildings, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination). In this Clause 16 we shall refer to these as an "event".
- b) If an event beyond our control prevents, hinders or delays the performance of any of our obligations under this contract, we shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided we have acted reasonably and prudently to prevent and minimise the effect of the force majeure, we will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable, we shall use all reasonable endeavours during the continuance of the event to provide educational services (including remotely).

- c) If we are prevented from performance of any of our obligations for a continuous period greater than four months, we shall notify you of the steps we shall take to ensure performance of the contract. The time for performance of our obligations shall be extended accordingly.
- d) Subject to Clause 3(k), if your child is unable to attend the School (including accessing education remotely) due to reasons caused by an event, you shall give the School notice in writing of the nature and extent of such circumstances and the effect of the event on your ability to perform any of your obligations under this contract. In consultation and cooperation with the School, you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in a way that is reasonably practicable in the circumstances and resume the performance of the obligations as soon as reasonably possible. Where following such efforts made and steps taken your child is not able to participate and benefit from **any** level of provision of education (including remotely), then you shall be excused from failing to perform your obligations during the continuance of the event.

17. Communications

- a) All notices required to be given under these terms and conditions must be given in writing and must be addressed to the Head at the School's address and should be hand delivered; sent by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or sent by email to

For Crackley Hall School: headmaster@crackleyhall.co.uk

For Crescent School: head@crescentschool.co.uk

For Princethorpe College: registrars@princethorpe.co.uk

Proof of delivery will be required unless the Head has acknowledged receipt of notice in writing. The School expects you to consult with the Head before withdrawing your child or discontinuing extra-curricular activities.

- b) You undertake to notify the School of any change of address(es) or other 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.

18. Interpretation

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

19. Jurisdiction and Governing Law

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including disputes or claims relating to non-contractual obligations) shall be governed by and construed in accordance with the law of England and Wales. You and the School irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim which arises out of or in connection with this contract or its subject matter or formation (including disputes or claims relating to non-contractual obligations).

20. 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.

EJKT/Stone King
June 2020

Senior School
Princethorpe College
Princethorpe
Rugby CV23 9PX

Tel: 01926 634200
e-mail: post@princethorpe.co.uk

Junior School
Crescent School
Bilton, Rugby
CV22 7QH

Tel: 01788 521595
e-mail: admin@crescentschool.co.uk

Junior School & Nursery
Crackley Hall & Little Crackers
St Joseph's Park
Kenilworth CV8 2FT

Tel: 01926 514444
e-mail: post@crackleyhall.co.uk

