

## Gateway School Terms and Conditions

### 1. Definitions

- a) In these Terms and Conditions and in the Acceptance Form some words and phrases have particular meanings and have to be defined. Such defined terms are set out here:
- “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 under the “Complaints Procedure” (a current copy of which is available the website or on request from the School) 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. It does not form part of the contract between you and the School. A copy of the procedure is available from the School at any time upon request;
- “deposit” means the sum referred to as such in the Acceptance Form (and that is separately set out in the Schedule of Fees);
- “fees” means the fees set out in the Schedule of Fees as amended from time to time;
- “Head” means the person appointed by Bellevue Education International Limited 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 notified to you from time to time and a copy of which remains available on the School’s website or at any time upon request;
- ““At Gateway” values” means the “At Gateway” values as may be amended from time to time. A copy of the current version is provided to each child on entry and a current copy of which is available the website or on request from 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;
- “we” or the “School” means the legal entity carrying on as the School as identified in Clause 1(b) below or its duly authorised representative (as the context requires); and
- “you” or the “parents” means each person who has signed the Acceptance Form as a parent of the child, or a person who with the School’s express written consent replaces a person who has signed the Acceptance Form (and “your” shall be construed accordingly). Use of the word “including” shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.
- b) The Acceptance Form, the Schedule of Fees, the “At Gateway” values and these Terms and Conditions (as in each case may be varied from time to time) form the terms of a contract (the “contract”) between you and Gateway School Ltd. It is not intended that the terms of the 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 your submitting the duly completed Acceptance Form and paying the deposit of £600
- b) The deposit is not refundable if your child does not take up a place at the School. 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.
- 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 written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the School by that time the



deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. However, if such notice is received on or after that date (or if no notice is received at all) a term's fees shall be payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start and the School shall credit the deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees).

### 3. School Fees

- A. All the costs incurred in the usual course of the tuition by the School of a child shall be met by the fees unless otherwise notified by the School and will be subject to VAT
- (i) All costs incurred in the provision of care for children of below compulsory school age are exempt from VAT
  - (ii) Necessary educational material for the direct use and consumption of pupils are identified and charged as a separate item exempt from VAT
  - (iii) Lunch is a separate supply and exempt from VAT; in the event a pupil brings an externally sourced lunch to school an administration fee of £200 per term will be charged, this will be subject to VAT and the relevant school policies. Where the school policies are not followed the school reserves the right to charge a daily fee of £8 for the ad hoc provision of an appropriate meal.
  - (iv) Where before or after school care and supervision, and holiday care is charged as a separate item it is exempt from VAT, the elements of care and supervision incorporated into the standard school day are subject to VAT. The school closes at 6pm, after this time there is a late charge of £10 up to 6.15pm with an additional late charge of £15 for each subsequent 15 minutes.
  - (v) Any private music lessons charged for by a peripatetic teacher, use of the School bus service or trips and visits in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly, and are exempt from VAT.
  - (vi) All public examination charges will be charged separately and are exempt from VAT
  - (vii) Any clubs run by an external provider will be charged separately and will be subject to VAT
  - (viii) The cost of provision for special educational needs of your child shall be charged as supplemental to the fees, where these are provided by a third party through an agency agreement or paid directly to the provider this will be exempt from VAT. Where the charge is related to a service provided directly by the school this will be subject to VAT.
- e) Each term's fees accrue separately and the fees payable in respect of each term fall due on the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School may have agreed separately shall pay the fees under Clause 3(c)(i) above). The fees must be paid in full either by cheque or by direct bank transfer on or before the first day of the term to which the invoice relates.
- f) Childcare vouchers obtained through salary sacrifice schemes can be used towards the school fees. From Reception to Year 6, parents can pay a maximum of £972 per term or £243 per month per child using childcare vouchers. For children in the Early Years Unit, there is no limit to the amount paid using childcare vouchers.
- g) Any and all supplemental charges for extra-curricular activities for each term (and for other charges that were agreed during the previous term) will be listed separately on each term's invoice and shall be sent to you before the start of the next term. All such supplemental charges must be paid in full either by cheque or direct bank transfer on or before the first day of the then forthcoming term.
- (i) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees and/or supplemental charges remain unpaid or there is a persistent default in relation to the payment of fees and/or supplemental charges.
- (ii) We may make an interest charge of 3% per annum above the base rate for the time being of the School's bank on any late payments. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay the School the interest together with the



overdue amount.

(iii) You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

- i) The fees will be reviewed annually and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you prior to the end of the penultimate term before the increase is to take effect.
- j) Fees and any prepaid supplemental charges will not be reduced as a result of absence, unless you are covered by the optional School Fees Protection Scheme (SFPS) which will entitle you to claim some rebate of fees. For more information, visit the website)

#### 4. Notice Requirements

If you wish to withdraw your child from the School (other than end of Year 6), 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.

#### 5. "At Gateway" values

- a) It is a condition of remaining at the School that your child complies with the "At Gateway" values. In addition, you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as may be issued by the School from time to time.
- b) 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 "At Gateway" values.

#### 6. Suspension, Exclusion and Required Removal

- a) The Head may in his/her discretion suspend or, in serious or persistent cases, expel your child from the School if the Head reasonably considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.
- b) The Head may in his/her discretion require you to remove your child from the School if the Head reasonably considers that:
  - (i) your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the well-being of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract; or
  - c) Should the Head exercise his or her right under either Clause 6(a) or Clause 6(b)(i) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and, in such instances pursuant to those Clauses where your child is expelled or you are required to remove your child from the School, the deposit will be forfeited. If your child is expelled from the School fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the expulsion will be refunded.
- d) The Positive Behaviour Policy (a current copy of which is available on the website or on request from the School) sets out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and 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) You acknowledge that any review of serious disciplinary matters or decisions taken by the School and/or Head under this Clause 6 shall be governed by the Complaints Procedure.



## 7. 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 education. 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. to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)
- c) In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate, including in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- d) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you, we shall be authorised
- e) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect.
- f) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we 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 special educational needs.
- g) In order to fulfil our obligations, we, the Head and School staff need your cooperation, including in particular by you fulfilling your own obligations under this contract.

## 8. The Parents' Obligations

- a) In addition to your other obligations included elsewhere in these Terms and Conditions (including in the remainder of this Clause 8), you undertake to cooperate with the School and School staff in good faith, and including in particular by:
- (i) maintaining a constructive relationship with School staff (including in instances where the School is exercising its rights and performing its obligations under this contract);
- (ii) encouraging your child in his or her studies, and giving appropriate support at home;
- (iii) keeping the School up-to-date and informed of matters which affect (or may affect) your child (including circumstances which arise at any time that affect (or may affect) your ability to pay the fees and supplemental charges for your child) and ensure that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;



(iv) providing cooperation and assistance to the School so that your child can participate and benefit from the School's provision of education and

(v) attending meetings and otherwise keeping in touch with the School where your child's interests so require.

b) You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted.

c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child. You also undertake to inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or that somehow relates to) your child's attendance at the School (including its premises) and/ or the School's provision of education to your child, including any which may deal with or impact upon in any way:

(i) your child's living and/or contact arrangements;

(ii) your child's education, welfare and/ or upbringing; and/or

(iii) the payment of fees and/or supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).

d) You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, subject only to Clause 8(e) below, you (and each of you) accept that the School is entitled to treat:

e) A notice of withdrawal of your child served under this contract (ie, 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 1998).

## 9. Insurance

You must make your own insurance arrangements if you require cover for your child's personal property while at School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees. You may opt to be covered by our optional School Fees Protection Scheme (SFPS) if you so wish. More information about the scheme can be found on the website or on request from the School)

## 10. References, Confidentiality and Data Protection

a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by



us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you 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.

b) You undertake to:

(i) confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) 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 your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

c) You acknowledge and agree that those persons who have parental responsibility for your child are entitled to receive relevant information about the 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 amalgamate the School with any other educational institution.

d) The School will process personal data about you and your child in accordance with the Data Protection Act 1998. You consent to us processing such personal data:

(i) as set out in this clause 10, and in the School's 'Data Protection Notice' which is available on the School's website as may be amended from time to time;

(ii) in order to comply with any court order 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.

### **11. Intellectual Property Rights**

We shall recognise any intellectual property rights vested in your child.

### **12. Changes in Ownership etc**

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and or to amalgamate the School with any other educational institution

### **13. Cancellation**

a) The School shall be entitled to cancel this contract by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this contract or any similar agreement with the School (including for the avoidance of doubt persistent late or non-payment of fees and/or



supplemental charges) and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen (14) days of a notice from the School requiring it to be remedied. For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this contract:

- (i) failure to pay any fees or supplemental charges on time on more than two occasions;
- (ii) you (as opposed to your child) acting in such a way as to give the Head cause to require you to remove your child from the School under Clause 6(b)(i) of this contract;
- (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this contract;
- (iv) a serious misrepresentation of facts or circumstances or withholding of information about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/they are not).

b)

(i) The School may at any time cancel this contract forthwith by notice in writing (without prejudice to any of its other remedies) if you (or either of you): are unable, following our reasonable request, to demonstrate that you will be able to pay the fees and supplemental charges as they fall due under this contract; are otherwise unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; or enter into an individual voluntary arrangement.

(ii) You may at any time cancel this contract forthwith by notice in writing (without prejudice to any of your other remedies) if the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

c) For the avoidance of doubt, this contract shall end at the end of your child's schooling.

#### 14. Force Majeure (circumstances beyond our control)

a) In this contract "force majeure" shall mean any cause beyond a party's reasonable control (including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination)

b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this contract, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. To the extent reasonably practicable in the circumstances the School shall endeavour during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).



- c) If the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to cancel this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- d) Subject to Clause 3(h), if your child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:
  - (i) in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

## 15. Communications

- a) All notices required to be given under these Terms and Conditions must be given in writing.
- b) Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. You undertake to notify the School of any change of address(es) or other contact details.
- c) Notices that you are required to give under these Term and Conditions must be in writing addressed to the Head and either:
  - (i) delivered by hand to the School;
  - (ii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
  - (iii) otherwise sent to the School's address by first or second class post. In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that notices you may wish to serve under any of Clauses 2(c), 4, of these Terms and Conditions are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.

## 16. Interpretation

Headings in these Terms and Conditions are for ease of understanding only and do not form part of these Terms and Conditions.

## 17. Jurisdiction and Governing Law

The contract between you and the School is governed by [English Law]. You agree with us to submit to the exclusive jurisdiction of the [English courts].



#### 18. 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.

